1.0 PREAMBULE

1.1 SEEPEX Connected Services refers to a series of virtualized SEEPEX services that provide the user via various applications, such as websites on the internet (e.g. seepex.com, seepex-connected.com) and the SEEPEX applications ("Apps") as well as web services and programming interfaces (Application Programming Interfaces, "APIs").

1.2 Services provided include, but are not limited to, services for monitoring SEEPEX machines, equipment and industrial processes. The user is the user, for analyzing operating data of such mono- rial of SEEPEX Connected Services is its digital twin, the digitalization of the actual machine ("Equipment Management") and for providing technical information and data as well as for operating machines and machine parts ("e-Commerce").

1.3 The General Terms and Conditions for SEEPEX Connected Services govern the contractual relation- ship between the user and SEEPEX, regardless of the applications through which the user uses the services of SEEPEX. By using the SEEPEX Connected Services, the user acknowledges these General Terms and Conditions.

1.4 With regard to the use of individual services and/or applications, further conditions may apply in addi- tion to these General Terms and Conditions ("Additional Conditions").

1.5 The General Terms and Conditions and any Addi- tional Conditions (hereinafter referred to as "GTC") are subject to change from time to time. The current version and all additional conditions are available via the SEEPEX website: seepe.com.

1.6 The user is responsible for the reason for the termination of the contract and whose observance the user may regularly rely on.

1.7 SEEPEX shall be liable for the loss of data (e.g. of operating data) in the event of slight negligence under the condition and to the extent set forth in section 8.2.1 only in the form of data recovery and only to the extent that the user has backed up his data at appropriate in- tervals in a suitable form with regard to the respective applications that it can be reconstructed at reasonable expense.

1.8 This does not apply to restrictions or impairments of the services provided which are completely outside the sphere of influence of SEEPEX. This includes, in particular, actions of third parties who do not act on behalf of SEEPEX, technical conditions of the internet that are beyond SEEPEX's control, in particular, actions of third parties who do not act on behalf of SEEPEX, technical conditions of the internet that are beyond SEEPEX's control.

1.9 The user is responsible for the operation and maintenance of his systems. SEEPEX shall not be liable for service failures caused by the user's sphere of influence (e.g. in the event of inadequate mainte- nance or improper operation of the user's systems).

2.0 SUBJECT

2.1 The SEEPEX Connected Services are a set of services that enable SEEPEX and the user to interact online with SEEPEX with regard to SEEPEX machines and equipment. The SEEPEX Connected Services is to support the user in optimizing the opera- tion and maintenance of his machines and equipment.

2.2 As user who registers with the SEEPEX Connected Services that SEEPEX Connected Services, the user's account is activated by SEEPEX for the purpose.

2.3 After an activation by SEEPEX, the user can use all those services of the SEEPEX Connected Services which are provided free of charge by SEEPEX.

2.4 Some of the services provided within the scope of the SEEPEX Connected Services are free services (e.g. Remote Monitoring). Access to fee-based services is acquired by the user as the user enables services for a period specified in detail in the respective contract. Details of the free-based services are specified in the Additional Conditions for the respective service, if applicable.

2.5 The exact functionalities of the services are con- tinuously adapted and further developed. The service description is based on the currently offered services and will be adapted when individual services are extended or changed.

2.6 Objects/services (e.g. monitoring equipment, test accesses, monitoring services) provided to the user under a contract with SEEPEX and the user's access to the relevant intellectual property of SEEPEX. They may not be reproduced or made accessible to third parties. If no contract is concluded, they must be returned unp- damaged and not used any further.
10.0 CONFIDENTIALITY, DATA PROTECTION AND INTELLECTUAL PROPERTY
10.1 All user data and other information exchanged within the framework of SEEPEX Connected Services may only be used within the framework of SEEPEX Connected Services. The marketing of this information on the user's own account or the transfer of knowledge to third parties is not permitted. However, SEEPEX reserves the right to use the collected data in anonymous form for further evaluations, analyses and for the optimization of processes, in particular for the improvement of its own products and services.

10.2 All components used in the platforms and services of SEEPEX Connected Services or content provided (e.g. data, data-processing programs, applications, designs, design elements or source code) are the intellectual property of SEEPEX GmbH and are protected by copyright and/or other intellectual property rights. The user acknowledges this. The named components and contents may not be reproduced by the user or used for other purposes than expressly provided for in the contract of use.

10.3 The Privacy Policy of SEEPEX GmbH in its respective current version is part of these GTC. It can be viewed at the following address: https://www.seepex.com/en/privacy/mobile

10.4 Objects/services (e.g. monitoring device, test accesses, monitoring services) provided to the user under a pre-contractual agreement are the property of SEEPEX. They may not be reproduced or made accessible to third parties. If no contract is concluded, they must be returned or deleted and may not be used any further.

2.0 OBLIGATIONS OF THE USER
2.1 The user is obliged to ensure the establishment of customary and appropriate usage and access security measures that are in line with the state of the art.

2.2 Facilities, systems, components such as the user's own sensors and installations are the responsibility of the user’s maintenance.

2.3 The user shall install critical, security-relevant updates (e.g. firmware updates) on the monitoring device or enable SEEPEX to install these updates. Should the user fail to comply with this obligation, SEEPEX may block the connection of the monitoring device to the SEEPEX Connected Services for security reasons.

2.4 The user shall be obliged to create all conditions necessary for the proper execution of the order, e.g. the necessary operating and usage conditions for hardware and software.

2.5 The user is obliged to ensure that the access to the services or the services themselves, means includes in particular the copying and storing of software and reverse engineering. No one is permitted to use, copy, store, edit, decompose, reverse engineer and/or dis-tribute contents of the applications, such as texts, graphics, programs, images and other information outside the respective application.

3.0 CHANGES TO THE SERVICES AND THE GTC
3.1 SEEPEX reserves the right to change these GTC at any time. SEEPEX will notify the user of any changes to the GTC. If the user does not object to the new version of the GTC within four (4) weeks after notification, the amended GTC shall be deemed accepted by the user. SEEPEX will inform the user in the notification of its right to object and the significance of the objection period.

4.0 SERVICES
4.1 SEEPEX monitoring devices are used to monitor devices, machines and industrial plants. This can include monitoring which is conducted only on site (“offline operation”) as well as monitoring in connection with the upload of operating data to the SEEPEX Connected Services as part of the Remote Monitoring Service (“online operation”).

4.2 An additional right of use is required for the use of the Remote Monitoring Service; the purchase of a monitoring device does not automatically entitle to use said service.

4.3 Monitoring devices are neither a substitute for regular data backup nor for regular maintenance and safety checks of the machines and industrial plants.

4.4 SEEPEX does not guarantee that the use of monitoring devices will diagnose and repair all existing damage and defects of the monitored machine, the device or the industrial plant, or that the machine will function properly.

4.5 The use of signals and data from the monitoring device for control and regulation tasks is therefore the sole responsibility of the user and does not constitute proper use.

5.0 LIABILITY OF SEEPEX
5.1 SEEPEX shall not be liable for damage caused by hardware improperly commissioned by the user or third parties.

5.2 SEEPEX’s liability for culpable – neither intentional nor grossly negligent – violation of material contractual obligations is furthermore limited to compensation for typical, foreseeable damage. In this case, damage up to a maximum of 25% of the annual net contract value per case of damage shall be deemed typical and foreseeable. In addition, the liability of SEEPEX for all financial losses arising in a contract year which were not caused intentionally or grossly neglig-ible is limited to 50% of the annual net contract value.

5.3 SEEPEX shall be liable for the loss of data (e.g. of operating data) in the event of slight negligence under the condition and to the extent set forth in section 5.2 only if the form of data recovery and only to the extent that the user has backed up his data at appropriate intervals in a suitable form with regard to the respective application as that it can be recovered at reasonable expense.

5.4 The user himself is responsible for the operation and maintenance of his systems. SEEPEX shall not be liable for service failures where the cause of the failure is within the user’s sphere of influence (e.g. in the event of inadequate maintenance or improper opera-tion of the user’s systems).

6.0 USE OF DATA
6.1 Monitoring devices are neither a substitute for the functional scope of Remote Monitoring, its desig-nation and its general design nor to other different services provided by SEEPEX. This is not unreasonable for the user in the individual case. SEEPEX shall ensure that the user receives the latest version of the use at all times. There is no entitlement to offer further func-tionalities beyond the described service.

6.2 Remote monitoring does not replace regular data backup nor regular maintenance and safety checks of the machines and industrial plants.

6.3 SEEPEX does not guarantee that the use of Remote Monitoring will diagnose and repair all existing damage and defects to the machine, the device or the industrial plant, or that the machine/industrial plant will function properly.

6.4 Any operating data transmitted to SEEPEX after the end of the contract will no longer be stored.

6.5 The privacy policy of SEEPEX GmbH in its respective current version is part of these GTC. It can be viewed at the following address: https://www.seepex.com/en/privacy/mobile

6.6 Following a change in the GTC, the user is informed of the change and of the new version. The change of the GTC shall not affect the validity of the remaining provisions. The conflict of laws provisions shall not apply.

6.7 SEEPEX shall also be entitled to sue at any other place of jurisdiction provided for by law. For the contracts concluded by SEEPEX on the basis of these GTC and for the services commissioned by the user, SEEPEX shall also be entitled to sue at the place of performance of the Remote Monitoring Service; the purchase of a monitoring device includes monitoring which is conducted only on site (“offline operation”) as well as monitoring in connection with the upload of operating data to the SEEPEX Connected Services as part of the Remote Monitoring Service (“online operation”).

7.0 ADDITIONAL CONDITIONS FOR REMOTE MONITORING AND MOBILE NOTIFICATION SERVICES
7.1 Remote Monitoring is a service offered by SEEPEX as part of the SEEPEX Connected Services.

7.2 Remote Monitoring enables the user to monitor machines, devices and industrial plants or parts of such machines. For this purpose, the operating data of the aforementioned machines, devices and systems recorded by sensors can be stored regularly and automatically on an online platform and viewed via a web interface.

7.3 As a further monitoring function, Remote Monitoring also enables the sending of notifications (alarms) via email and SMS to email addresses or SMS numbers specified by the user.

8.0 USE OF DATA
8.1 Any use of the data recorded and generated in Re mote Monitoring for purposes other than recording the operating status of the monitored machine, including in particular the further processing of this data for the control of machines and industrial plants, is at the risk of the user.

9.0 RIGHTS OF USE
9.1 A right of use for Remote Monitoring allows the monitoring of a machine, a device or a part of an indus-trial plant (“observation point”). For this purpose, the user can link up to fifteen (15) connected time series signals (e.g. output of a pressure transducer, current consumption of a frequency inverter) as operating data with the observation point. The permitted data rate (number of data points per time unit) may also be subject to restrictions, which can be found in the service description.

9.2 The user can share the right of use for an observa-tion point with other users, who will then as well have free access to the operating data of this observation point.

10.0 TERM OF CONTRACT
10.1 The contract does not commence with the conclu-sion of the contract, but with the first import of oper-at ing data.

10.2 If a price change occurs between conclusion of the contract and commencement of the contract, SEEPEX shall inform the user thereof in text form; if the user does not object to the price change, he shall be entitled to terminate the contract and the contract affected by the price change in writing with a notice period of one month after notification of the price change.

10.3 The further term of the contract shall be governed by the General Terms and Conditions.

10.4 If the contract does not commence within 24 months of conclusion, the contractual relationship shall be terminated without a separate termination being required.

10.5 USE OF DATA
10.1 Any use of the data recorded and generated in Re mote Monitoring for purposes other than recording the operating status of the monitored machine, including in particular the further processing of this data for the control of machines and industrial plants, is at the risk of the user.
2.1 "Application" means any data processing program or information technology system of the user which is still to be used, created and/or adopted and which has direct read and/or write access to the SCS API.

2.2 "Internet Platform" means the entirety of all software and hardware systems with which SCS is provided, resp. SCS itself.

2.3 The "Consumer Key" is a character string assigned to the user by SEEPEX which uniquely identifies and authorizes the user with regard to SCS.

3.0 APPLICATION OF THE USER

3.1 The user must describe the type and purpose of his applications and the use of data by his applications in advance.

3.2 The user is obliged to design and offer his applications for connection to the SEEPEX internet platform in such a way that the applicable laws and legal provisions are complied with.

3.3 The user is obliged to design and offer his applications in such a way that no third-party rights of any kind whatsoever are infringed.

3.4 The user may not give the impression, e.g. by using SEEPEX trademarks or the designation "SEEPEX", that his applications or their functions are applications or functions offered by SEEPEX. The user is obliged to design and offer his applications in such a way that users of the SEEPEX internet platform are informed in a transparent and generally understandable manner that the applications are provided by the user and not by SEEPEX and that the user is responsible for the use of the applications by users.

3.5 The user must design and offer his applications in such a way that other contents or services of the SEEPEX internet platform are not adversely affected. This applies in particular to application content that negatively influences the performance (e.g. loading times of the internet platform) or negatively affects existing features of SCS, business models of SEEPEX or interests of the users.

3.6 Applications may not contain any functions with which SCS user names or SCS passwords of users can be queried, collected or reproduced.

3.7 The restrictions of the functions of SCS set up by SEEPEX may not be circumvented by the applications.

3.8 In the event of violations of any of the above obligations, SEEPEX is entitled to exclude the user from using the SCS API.

3.9 The user is responsible for the QA testing, the quality assurance and the customer support of his applications at his own expense.

4.0 RULES FOR WRITING ACCESS TO THE INTERNET PLATFORM

4.1 If the user of SEEPEX has been given permission to write to the SCS internet platform, the user may integrate content from outside the SCS internet platform for playback.

4.2 The user shall deliver content and data via the SCS API in accordance with the guidelines and documentation of the API, available at https://iotgatep01.seepex.com/api/swagger-ui.html, if applicable, in accordance with a separate contractual basis between the user and SCS.

4.3 The scope of use of the SCS internet platform may be limited by the user’s separate agreement with SEEPEX. In addition, the technical restrictions described in the documentation of the API must be observed by the user when connecting to the SCS API. These contractual or technical limitations may not be circumvented by the user.

4.4 In the event of violations of any of the aforementioned regulations, SEEPEX shall be entitled to exclude the user from using the SCS API.

4.5 If the user acts on behalf of a third party in writing access to the SCS internet platform, any separate regulations and limitations agreed between the user and the third party also apply and the user shall advise SEEPEX accordingly.

5.0 CONNECTION OF THE APPLICATION

5.1 SEEPEX is free to refuse the connection of an application or to remove it after connection has already taken place, if facts justify the assumption that the connection of the application could adversely affect the interests of SEEPEX.

5.2 SEEPEX is free to make changes to the SCS API at any time in the context of further technical development. The user is informed in due time about changes. In the case of further developments, SEEPEX is free to determine the operation of older versions of the SCS API.

5.3 Each application is subject to certain traffic restrictions (e.g. calls per day). These restrictions are set out in the SCS API documentation, which is an integral part of the contract. SEEPEX may change these restrictions at any time in its sole discretion with reasonable notice.

6.0 DATA PROCESSING/USER PROTECTION/SECURITY

6.1 Which data SEEPEX makes available to the respective applications of the user via the SCS API, depends on the application’s responsibilities and the use of the SCS API to which the user subscribes.

6.2 The user shall not pass on the Consumer Key to third parties and shall take appropriate security measures to ensure that third parties do not gain access to the Consumer Key. A third party is not a representative who acts on behalf of the user as the operator of the application. The user is liable for all activities carried out under his Consumer Key. The user is obliged to inform SEEPEX immediately in writing if third parties have gained access to the Consumer Key or if the user suspects this.

6.3 The user is obliged to protect his applications and systems against external attacks and technical errors in such a way that other contents or services of the SCS internet platform are not adversely affected.

6.4 In the event of a breach of material contractual obligations (cardinal obligations), the parties shall be liable for the amount limited to the foreseeable damage typical for the contract. The term "cardinal obligation" refers abstractly to such obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the other contractual partner may usually regularly rely.

10.0 MISCELLANEOUS

10.1 The communication with the user can take place by email, which is sent to the email address of the user entered during registration. The user must ensure that his email address is always up to date and that SEEPEX’s emails reach him.

7.0 RIGHTS OF USE AND RESTRICTIONS ON USE

7.1 SEEPEX grants the user the non-exclusive, non-transferable, worldwide right to use the SCS API for the purpose of development, testing, support and operation of the user’s application(s), limited to the duration of the contract and in accordance with the contractual regulations and the specifications applicable to the user.

7.2 Any use of the SCS API or the data or content retrieved via the SCS API beyond the rights of use expressly granted in these TOS is expressly prohibited.

7.3 The user is prohibited from developing and/or providing a service that reimplments or duplicates the functionality of the SCS API, provided it is a so-called "Hosted Service". A "Hosted Service" exists if the service passes on the data, content or services provided by the SCS API to a third party, in particular a developer, to operate a software application.

7.4 The data, content and services provided by the SCS API may only be used through the SCS API. Use by third parties via "Hosted Services" is prohibited.