



CIDEON Sparify Terms of Use

1 Contracting parties

- 1.1 "CIDEON" in the context of these Terms of Use is CIDEON Software & Services GmbH & Co. KG, Lochhamer Schlag 11, 82166 Gräfelfing, Germany.
- 1.2 "Users" in the context of these Terms of Use are natural persons, companies, merchants, legal entities under private or public law or special funds under public law who are named as contracting parties in the order confirmation of CIDEON and are thus authorised to use the cloud-based software "CIDEON Sparify" in accordance with these Terms of Use.
- 1.3 "End Customer Users" in the context of these Terms of Use are natural persons, companies, merchants, legal entities under private or public law or special funds under public law who receive access to the CIDEON Sparify web application from the User.

2 Subject matter of the agreement

- 2.1 The cloud-based application CIDEON Sparify, gives the User the possibility to upload the existing three-dimensional ("3-D") CAD models of the design data of the User's spare parts as well as related additional information such as article and/or order numbers (hereinafter "Data") to CIDEON Sparify, to retrieve them for viewing purposes, and to make them available to their End Customer Users in a web application for viewing purposes in the form of a viewer. The End Customer User can also place the User's spare parts in a digital shopping cart and can request a quote from the User for these spare parts.

Within CIDEON Sparify it is not possible to edit or customise Data uploaded by the User to CIDEON Sparify.

- 2.2 Upon conclusion of the contract in accordance with Clause 3, the User agrees that the Data uploaded by them within the scope of the contractually agreed data volume will be added to CIDEON Sparify and made available to their End Customer Users.
- 2.3 CIDEON grants the User the right to use CIDEON Sparify in accordance with these Terms of Use.
- 2.4 The scope of functions provided by CIDEON Sparify can be found in the performance specification provided together with CIDEON's quotation.



3 Conclusion of the contract

- 3.1 Usage of CIDEON Sparify is subject to a fee for the User and requires the conclusion of a corresponding contract with CIDEON in accordance with this Clause 3.
- 3.2 All quotations from CIDEON are subject to change and without obligation. This shall also apply if CIDEON has provided the User with product descriptions with currently valid prices.
- 3.3 An order placed by the User in text form shall be deemed to be a binding contractual offer.
- 3.4 CIDEON shall accept the offer by confirming the order in text form; the contract is herewith established between the User and CIDEON.
- 3.5 The User's general terms and conditions shall not become part of the contract even if CIDEON does not explicitly object to them.

4 Fees

The amount of the remuneration to be paid by the User for using CIDEON Sparify as well as the terms of payment are stipulated in CIDEON's order confirmation.

5 Type and scope of the services

- 5.1 CIDEON Sparify is provided exclusively in disembodied form. After conclusion of the corresponding contract in accordance with Clause 3, the User shall be granted access to their specific area in CIDEON Sparify by CIDEON as part of CIDEON's access configuration.
- 5.2 It is solely and exclusively the responsibility of the User to decide which Data and to what extent they upload such Data to CIDEON Sparify within the contractually agreed data volume and make it available for viewing purposes to End Customer Users. The User is solely responsible for the completeness, correctness and regular updating of the Data.
- 5.3 CIDEON shall assume no liability for the usability of the Data for the specific purposes of the User or their End Customer Users.
- 5.4 The file format for uploading the Data in CIDEON Sparify is stipulated in the performance specification.
- 5.5 The User has the option of selecting which additional information relating to the 3-D CAD models of the design data of their spare parts is to be displayed in CIDEON Sparify (e.g. article and/or order number).

CIDEON draws the User's attention to the fact that it cannot be ruled out that information associated with the 3-D CAD models can be extracted using technical means even if it has not been selected for viewing by the User. To prevent this, such information associated with the 3-D CAD models must be removed from the models by the User before uploading them to CIDEON Sparify.

- 5.6 CIDEON also draws the User's attention to the fact that although the Data in CIDEON Sparify is made available to the End Customer Users in a web application for viewing purposes only in the



form of a viewer, it cannot be ruled out that it may also be used offline using technical means and, for example, stored locally.

- 5.7 The User is not entitled to misuse CIDEON Sparify, including without limitation (a) to gain access to unauthorised areas of CIDEON Sparify, (b) to upload illegal, immoral or offensive content to CIDEON Sparify, (c) to knowingly upload content with harmful components to CIDEON Sparify, (d) to conduct load and/or penetration tests without written permission from CIDEON, or (e) to interfere in any other damaging way with the functionality of CIDEON Sparify.
- 5.8 The User is responsible for the network connection between devices used by the User and the CIDEON Sparify application. The User is also responsible for the hardware and software environment required to access the application as well as for establishing and maintaining the internet connection.
- 5.9 A specific availability of CIDEON Sparify shall not be deemed to have been agreed. For example, CIDEON is entitled to perform maintenance work on CIDEON Sparify at any time during the operating period. Should maintenance work result in foreseeable disruptions to the service, CIDEON shall inform the User in advance in text form. CIDEON shall give due consideration to the legitimate interests of the User.

6 Duties of cooperation of the User

- 6.1 The User must ensure that CIDEON Sparify is used in a proper manner in accordance with these Terms of Use and the performance specification; in particular, the User is responsible for ensuring that CIDEON Sparify is used by their End Customer Users in accordance and compliance with these Terms of Use.
- 6.2 The User is responsible for backing up their data to the customary extent and at appropriate intervals. In clarification, it is to be noted that data files uploaded to CIDEON Sparify by the User are copies for the purpose of making them available for viewing purposes by the End Customer User and that CIDEON Sparify does not include a data backup solution.
- 6.3 The User must establish and maintain the system requirements as stipulated by CIDEON for using CIDEON Sparify within the scope of the performance specification. The User will make sure that a functional and adequately dimensioned hardware and software environment is set up which is capable of handling the capacity and performance requirements of CIDEON Sparify.
- 6.4 If the User is provided with access credentials by CIDEON, these may not be passed on to third parties. The User must keep the access credentials secret, protect them from being accessed by unauthorised third parties, and change their personal password at regular intervals.
- 6.5 The User is obliged to inform CIDEON without delay about any deficiencies of CIDEON Sparify about which they become aware. The User shall undertake all measures that enable the deficiencies and their causes to be identified and facilitate or accelerate their remedying. In particular, the User shall carefully document the deficiencies identified by them.

7 Rights of use

- 7.1 CIDEON shall grant the User the non-exclusive, non-transferable and non-sublicensable right to use CIDEON Sparify to the extent described in these Terms of Use, limited in time to the term of the user agreement. The User shall have no claim to disclose of the source code of the CIDEON Sparify software. The User shall only be permitted to make CIDEON Sparify accessible to third

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parties or to pass it on or make it available (a) for (complete or partial) transfer and/or (b) for licensing or sublicensing purposes with the explicit prior consent of CIDEON. Consent requires text form to be effective.



The User shall be entitled to make their Data available to their End Customer Users in the CIDEON Sparify web application for viewing purposes in a viewer and to give them the opportunity to place the User's spare parts in a digital shopping cart and to submit a request for a quotation to the User in this regard.

- 7.2 CIDEON Sparify is protected by copyright. All rights to CIDEON Sparify are reserved for CIDEON.
- 7.3 The User may not remove, alter or otherwise suppress any of CIDEON's copyright notices or marks.
- 7.4 If the contract is terminated, the Data uploaded by the User will be retained by CIDEON for a period of one month after termination of the contract. Thereafter, CIDEON shall be entitled to irretrievably delete the User's Data.

8 Liability

- 8.1 Unless indicated otherwise in these Terms of Use, including the following provisions, CIDEON shall be liable in accordance with the statutory provisions in the event of any infringement of contractual and non-contractual duties.
- 8.2 CIDEON shall only be liable to pay damages, irrespective of the legal grounds, in the event of intent or gross negligence unless the law also provides for liability without fault. Furthermore, CIDEON shall also be liable in the event of a degree of culpability that falls short of sentence 1 (minor negligence), but then only
 - for damages resulting from injury to life, body or health, and
 - for damages arising from the breach of a material contractual obligation, in which case liability on the part of CIDEON shall be limited to compensation for the foreseeable, typically occurring damage. A material obligation is an obligation, the fulfilment of which makes proper execution of the agreement possible in the first place and the observance of which the other contracting party can justifiably rely upon.
- 8.3 Within the scope of this user agreement, the amount of the foreseeable, typically occurring damage within the meaning of Clause 8.2 shall be EUR one million.
- 8.4 The limitation of liability in accordance with Clauses 8.2 and 8.3 shall not apply in the event of fraudulent intent, the assumption of an independent guarantee, or for claims asserted under the German Product Liability Act.
- 8.5 Insofar as liability on the part of CIDEON is excluded or limited, this shall also apply to the individual liability of employees, representatives or vicarious agents.



9 Warranty

- 9.1 CIDEON has no knowledge of CIDEON Sparify being impaired by significant functional defects, restrictions of use or other material defects.
- 9.2 CIDEON shall remedy material defects that the User reports in a comprehensible manner within a reasonable period of time.
- 9.3 If CIDEON does not remedy the material defect within a reasonable period of time, the User shall be entitled to set a further reasonable grace period for remedying it. Notice of it must be given in writing in accordance with Section 126 (1) of the German Civil Code (BGB).
- 9.4 Should remedying of the material defect also fail within the reasonable grace period, the User may terminate this user agreement without observing a period of notice unless the remaining impairment is only insignificant.
- 9.5 CIDEON has no knowledge that the CIDEON Sparify application and its contractual use for the provision of Data could infringe the rights of third parties. Should a third party assert a claim against the User on the grounds of infringement of their rights, the User must notify CIDEON about the claim without delay. CIDEON shall, at their discretion, remedy any defects of title by concluding a licence agreement with the third party if their claim is justified, or by otherwise providing the User with a functionally equivalent solution that does not infringe any third-party rights.
- 9.6 The limitation period for warranty claims on the part of the User is one year unless the deficiency was fraudulently concealed. Claims arising from defects of title shall be deemed not to have lapsed insofar and as long as the third party can still assert their rights against the Customer in the absence of a limitation period.

10 Usage of trademarks, designations and logos; rights of third parties

- 10.1 The User grants CIDEON the right, limited to the term of the contract in accordance with Clause 3, to use the trademarks, logos, designations, article and/or order numbers registered for the User's spare parts and/or as used by the User as well as other additional information, images and graphical representations in conjunction with CIDEON Sparify and the presentation of the relevant Data therein.
- 10.2 The User warrants that the Data and its use by CIDEON in accordance with this user agreement does not infringe any rights of third parties. Should End Customer Users or third parties assert a violation of their rights against CIDEON through the provision of Data or its use, the User shall be obliged to indemnify CIDEON against such claims. The entitlement to indemnification shall also include the costs of an appropriate legal defence.



11 Term, termination

- 11.1 The contractual relationship concerning CIDEON Sparify shall commence at the starting date of the contract specified in CIDEON's order confirmation and shall be concluded for a term of at least six months (basic contract term).
- 11.2 The User can delete any Data uploaded by the User to CIDEON Sparify at any time in the application itself.
- 11.3 Both parties may terminate the user agreement for CIDEON Sparify at any time subject to a notice period of one month to the end of a calendar month and for the first time at the end of the basic contract term.
- 11.4 The right of the Parties to termination of the user contract for good cause shall remain unaffected. In particular, CIDEON shall be entitled to an extraordinary termination if the User is in serious breach of their obligations under these Terms of Use provided that a reasonable deadline for remedial action set to them has expired.
- 11.5 If the contract is terminated, the Data uploaded by the User will be retained by CIDEON for a period of one month after termination of the contract. After this month has expired, the User's Data uploaded to CIDEON Sparify will be irretrievably deleted.
- 11.6 Notification of termination must be given in text form to be effective. In the event of termination by the User, the notification must be addressed to: cideon-order@cideon.com.

12 Changes to the services or Terms of Use

- 12.1 CIDEON continually works on improving CIDEON Sparify as well as on developing new functions. The User shall have no legal claim to specific improvements or advanced developments of CIDEON Sparify.
- 12.2 CIDEON reserves the right to amend these Terms of Use or the associated performance specification, taking the User's interests into appropriate consideration, in respect of changed legal or technical conditions as long as the functionality of the services for the User is maintained and the amendments are merely insignificant with regard to the contractual rights and obligations of the parties. CIDEON shall notify the User about such changes in text form no later than two months before their planned effective date.
- 12.3 Insofar as changes to these Terms of Use do not merely entail insignificant amendments but significant changes to the functionality or the services and/or they affect the rights and obligations of the parties under the agreement, the User shall be entitled to object to the amendment within six weeks of receipt of the change notice and to extraordinary termination of the user agreement with effect from the effective date of the change notified by CIDEON. The User's declaration must be given in text form to be effective. If the period of notice expires without the User giving notification of termination, the changes shall be deemed to have been agreed with effect from the expiry of the period of notice. CIDEON shall inform the User about their right of termination and the consequences in the change notice.

13 Right of evaluation by CIDEON

CIDEON shall be entitled to evaluate in an appropriate manner the Data uploaded in CIDEON Sparify and data generated by using the software. For this purpose, CIDEON may record, compile and evaluate how CIDEON Sparify is used, including frequently used functions, typical operating

steps and the usage of digitised Data. Data may not be evaluated on the level of individual or a few users. CIDEON shall be entitled to use the findings to improve the usability, functionality and performance of the software. CIDEON shall be entitled to use the findings for the commercial identification of markets and target groups.



14 Concluding provisions

- 14.1 The order confirmation sent by CIDEON and these Terms of Use together form a uniform contract, whereby the order confirmation shall take precedence in the event of discrepancies.
- 14.2 All contractual relationships between CIDEON and the User are subject to the laws of the Federal Republic of Germany that are applicable to domestic contracting parties.
- 14.3 If the User is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under private or public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in conjunction with the user agreement shall be the registered office of CIDEON. CIDEON shall also be entitled to take legal action at the User's general place of jurisdiction.
- 14.4 The parties are aware that the software used for CIDEON Sparify may be subject to country or person-related export and import restrictions. In particular, licensing requirements may exist or the usage of CIDEON Sparify and related technologies may be subject to restrictions in other countries. The User shall comply with the applicable foreign trade law of the Federal Republic of Germany, the European Union and – where applicable – the United States of America, as well as other relevant regulations. Fulfilment of the contract by CIDEON shall be subject to the condition that the fulfilment is not hindered on account of national and international provisions of foreign trade law or other statutory regulations.
- 14.5 The User agrees that personal data may be collected, stored and processed within the scope of the business relationship with CIDEON in accordance with the applicable data protection regulations insofar as this is necessary for execution of this user agreement.

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