

SEW-EURODRIVE GmbH & Co KG's General Terms of Contract For the Digital Service "DriveRadar® IoT Suite"

I. General Provisions

1. Under the "DriveRadar®" brand, SEW-EURODRIVE GmbH & Co KG ("**SEW**") offers a scalable system for condition monitoring of drive systems in industry. DriveRadar® consists of hardware components and associated digital services (the digital services herein-after referred to as "**DriveRadar® IoT Suite**").
2. These General Terms of Contract ("**GTC**") shall apply in the version valid at the time of contract conclusion for all services provided within the scope of the DriveRadar®IoT Suite to the customer as contracting party ("**Customer**"). "Contract" means these GTC and all agreements made between the Customer and SEW in relation to the DriveRadar® IoT Suite.
3. These GTC shall only apply to entrepreneurs in the exercise of their commercial or independent professional activity, to legal entities under public law and to special funds under public law.
4. DriveRadar® IoT Suite services are provided exclusively on the basis of the respective order confirmation, any special agreements in text form and in addition to the following terms and conditions. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer, especially terms and conditions of purchase, shall not apply unless SEW has expressly agreed to their applicability in writing. This consent requirement shall apply in any case, for example even if SEW performs the service without reservation, in knowledge of the Customer's deviating, conflicting or supplementary general terms and conditions.
5. Insofar as a text form is required in these GTC, scanned documents and e-mails shall suffice for compliance with the text form requirement in addition to letters and faxes.
6. The hardware components can be purchased before, at the same time as or after the purchase of the DriveRadar® IoT Suite. If the DriveRadar® IoT Suite services are provided together with hardware components supplied by SEW, the sale and delivery of the hardware components shall be made exclusively on the basis of the respective order confirmation and SEW's General Conditions of Sale and Delivery, available at: [verkaufs-und-lieferbedingungen-022022.pdf \(sew-eurodrive.com\)](https://www.sew-eurodrive.com/verkaufs-und-lieferbedingungen-022022.pdf). The provisions of these GTC relating to the use and deployment of the hardware components shall apply at all times and irrespective of the hardware components' acquisition date.

II. General Description of the Services DriveRadar® and DriveRadar® IoT Suite

The general service description of DriveRadar® and DriveRadar® IoT Suite can be found in **Annex 1** to these GTC. A more detailed description of services may be provided in the respective order confirmation.

III. Conclusion of Contract, Prices, Terms of Payment, Separate Contract, Right of Retention, Set-Off

1. Conclusion of Contract

Offers from SEW are non-binding unless SEW states otherwise. The order placed by the Customer shall be deemed to be a binding contractual offer. An agreement on the use of the DriveRadar® IoT Suite is concluded with the written order confirmation from SEW in text form or when SEW carries out the order, in particular SEW complies with the order by activating the Customer access.

2. Prices and Terms of Payment

Prices and terms of payment arise out of SEW's order confirmation. The consideration shall be net prices plus the applicable value added tax.

3. Separate Contract

Each implementation of DriveRadar® or the DriveRadar® IoT Suite is based on its own separate contract - this applies even if several implementations have already been carried out at one location (e.g. at a Customer's plant) (including situations in which there is only one client, one data interface or one invoicing or delivery address for several locations). An implementation is characterised in particular by

- the delimitation of the planned users
- the delimitation of the customer-side contact persons and administrators
- the timing and scope of the implementation of the solution

4. Right of Retention, Set-Off

The Customer may only assert a right of retention if it is based on the same contractual relationship. The Customer may only offset SEW's claims against undisputed or legally established claims.

IV. Access Requirements and Deployment of the DriveRadar® IoT Suite

1. The DriveRadar® IoT Suite is only available to the Customer via the SEW customer portal "Online Support" ("**Online Support**"). Registration in the Online Support is mandatory in order to use the services. With the registration, the Customer receives a company account by which he is allowed to use the agreed service in accordance with the Contract.
2. Unless otherwise agreed between the parties, the deployment shall take place from the time specified in the order confirmation and in accordance with these GTC. By deployment, the Customer is activated for the application in the browser or via the DriveRadar® IG app. The DriveRadar® IoT Suite can be accessed via www.driveradar.io. An online help is integrated in the DriveRadar® IoT Suite.
3. The transfer point for the DriveRadar® IoT Suite including its content and functionalities is the router output of the SEW EURODRIVE data centre or the data centre of the commissioned cloud provider. SEW is not responsible for the quality of the hardware and software required for using the DriveRadar® IoT Suite on the part of the Customer or for the Customer's Internet connection up to the transfer point.
4. Data transmission to SEW systems is also a prerequisite.

V. Changes to the DriveRadar® IoT Suite or to the Technical System

SEW may update and further develop the DriveRadar® IoT Suite at any time and, in particular, modify it due to changes in the legal situation, technical developments or to improve IT security. SEW will give due consideration to the Customer's legitimate interests and promptly inform the Customer of any necessary updates. In the event of an essential impairment of the Customer's legitimate interests caused by any restriction of functionalities relevant to the Customer at the time of the contract conclusion, the Customer shall have a special right of termination.

VI. Availability

1. SEW is entitled to maintain, service, perform data backups or other work on the DriveRadar® IoT Suite at certain times. Planned unavailabilities are possible during the entire Contract term. Planned unavailabilities are the following:

- The maintenance window is every Thursday at 10 am (CET or CEST) for one hour.

During the planned unavailability of the DriveRadar® IoT Suite, the Customer has no legal claim to use the DriveRadar® IoT Suite. This also applies if and to the extent that the Customer can nevertheless use the DriveRadar® IoT Suite during periods of planned unavailability. If the use of the DriveRadar® IoT Suite leads to a reduction or adjustment of performance during periods of planned unavailability, the Customer shall accordingly have no claims for defects, in particular no claim for damages.

2. SEW will inform the Customer (authorised users) in advance of any further planned unavailability "window for important updates" by e-mail.
3. Data backups are carried out at regular intervals. Restores from backups can only be carried out to a limited extent. Corrections in data processing (scaling, formatting, analysis, etc.) always take effect from the time of implementation.

VII. Rights of Use, Return of Data

1. The Customer may only use the DriveRadar® IoT Suite within the scope of the contractual agreements.
2. The Customer is granted a non-exclusive, non-transferable right to use the DriveRadar® IoT Suite, which may be sub-licensed exclusively to the extent specified in the Contract and limited to the term of this Contract, by means of access via a browser in accordance with the following provisions. There is no physical transfer of the DriveRadar® IoT Suite, in particular no transfer of software or source code. The Customer may only use the DriveRadar® IoT Suite for his own business activities through his own personnel or partner companies.
3. The Customer is not entitled to exceed the number of licences purchased by it or to grant sub-licences beyond the contractual agreements. The Customer shall not be entitled to any right which is not expressly granted to the Customer as specified above. In particular, the Customer is not entitled to use the DriveRadar® IoT Suite beyond the agreed use and/or to have it used by third parties or to otherwise make the DriveRadar® IoT Suite accessible to third parties. In particular, the Customer is not permitted to reproduce the DriveRadar® IoT Suite, sell it or provide the DriveRadar® IoT Suite or access to it for a limited period of time, in particular not to lease or lend it.
4. SEW is exclusively entitled to all rights to the results of the DriveRadar® IoT Suite services provided by SEW (in particular to the results of the condition monitoring, measurement

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and analysis services). The Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the results for its own business purposes.

5. Against this background, the Customer is also not entitled to assign rights and obligations arising from this agreement to third parties.
6. The use of data by SEW is required for the provision of DriveRadar®, IoT Suite services.
7. In the event of Contract termination, SEW is entitled to retain the data stored at SEW (also in cloud storage used by SEW). SEW and/or the other companies of the SEW Group and/or subcontractors are entitled without restriction to reuse the data for maintenance, improvement, further development and/or evaluation. The Customer is not entitled to request an extract or an overview of the stored data and has no right to erasure or return after termination of the Contract, unless it concerns personal data.

VIII. Duties and Obligations of the Customer

1. The Customer is obliged to cooperate in the provision of the DriveRadar® IoT Suite services to the extent required, in particular to provide SEW with technical support where necessary.
2. The Customer shall always provide SEW with complete, current and accurate information. In particular, this includes all data required for the provision and use of the DriveRadar® IoT Suite services. This applies in particular for the end-use of the industrial gear unit.
3. When using the DriveRadar® IoT Suite, the Customer shall comply with the restrictions and obligations under Clause VII. The Customer is responsible for preventing the use of the DriveRadar® IoT Suite outside the users group specified in Clause VII.
4. When using DriveRadar® IoT Suite, the Customer or user is prohibited from using technical aids or methods that impair or may impair the functionality of the application (e.g. scripts, bots or other software, etc.).
5. The Customer is obliged to notify SEW of any defects in contractual services in text form without undue delay. If the Customer fails to give timely notice, this shall constitute contributory causation or contributory negligence, unless the Customer is not liable for having caused the failure to give proper notice. Insofar as SEW was unable to remedy the defects as a result of the omission or delay in notification, the Customer shall not be entitled to reduce the agreed consideration in whole or in part, to demand compensation for the damage caused by the defect or to terminate the Contract extraordinarily due to the defect without observing a notice period.

IX. Term, Termination

1. The term of the Contract is specified in SEW's order confirmation. Throughout the term of the Contract, ordinary termination is excluded.
2. The right to early termination for good cause is expressly reserved for both parties.

X. Force Majeure

1. Neither party shall be obliged to perform its contractual obligations in the event of and for the duration of force majeure. The downtimes due to force majeure shall not be taken into account in the calculation of availability pursuant to Clause VI.1.

2. Force majeure is a non-operational event caused externally by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, that cannot be prevented or rendered harmless by economically acceptable means even by the utmost care to be reasonably expected in the circumstances, and is also not to be accepted because of its frequency. In particular, the following circumstances shall be considered as force majeure in this sense:
 - fire/explosion/flood for which the contracting party is not responsible,
 - War, mutiny, blockade, embargo,
 - industrial dispute lasting more than 6 weeks and not culpably brought about by the contracting party,
 - technical problems of the Internet that cannot be influenced by a contracting party; this shall not apply if and to the extent that SEW also offers the telecommunications service.
3. Each party shall immediately notify the other party in text form of the occurrence and discontinuance of force majeure circumstances.
4. The parties may terminate this Contract with two weeks' notice if a force majeure event lasts longer than two months and an amicable adjustment of Contract cannot be reached. At the request of one party, the other party shall declare after the expiration of the time limit whether it will exercise its right of withdrawal.

XI. Liability

1. SEW shall be liable without limitation for damages resulting from wilful or grossly negligent breaches of duty, for damages resulting from the breach of a guarantee and for damages resulting from injury to life, body or health. The same applies insofar as SEW has assumed a procurement risk. In the event of slight negligence, SEW shall only be liable insofar as material obligations are breached arising from the nature of the Contract and which are of particular importance for achieving its purpose. In the event of a breach of such obligations, default and impossibility, SEW's liability shall be limited to such damages as may typically be expected to occur within the scope of this Contract. SEW assumes that the damage which can be typically expected to occur does not exceed the price of the agreed DriveRadar® IoT Suite services. In any case, the Customer shall expressly notify SEW if this assumption is not correct. Mandatory statutory liability for product defects remains unaffected.
2. Insofar as SEW's liability is excluded or limited, this shall also apply to the personal liability of SEW's employees, representatives and vicarious agents.
3. DriveRadar® IoT Suite services are provided based on third party networks, services and/or components. SEW shall make all reasonable efforts to maintain the availability and/or connectivity required for service provision. SEW shall not be held liable for any failures or disruptions in the provision of services due to failures or other disruptions in the public telecommunications or transmission networks.

XII. Export Control

1. The Customer and SEW are in agreement that the delivery and/or service (or parts thereof), in particular the export and transit of goods, the transfer of technology, commercial and brokerage transactions, technical support or the provision of financial resources, may be subject to German, European, US re-export laws or other applicable national export control regulations (for example export control regulations relating to goods, persons, countries or purpose of use) and financial sanctions (hereinafter referred to as "**Export Restrictions**").

2. The Customer and SEW are obliged to comply with all applicable Export Restrictions. In particular these include any regulations of the destination country. The Customer and SEW agree that deliveries and/or services being subject to applicable Export Restrictions may be prohibited or subject to a permit. Should an applicable Export Restriction permanently prevent SEW or the Customer from fulfilling the Contract, either party shall have the right to cancel the affected delivery and/or service or the Contract in full or in part.
3. Delays due to approval procedures on the part of competent export control authorities shall extend the contractual fulfilment times accordingly; this applies in particular to the delivery deadlines.
4. Damage claims due to the authorities rejecting an application relating to Export Restrictions or a permit being issued late are excluded, unless this relates to a loss due to injury to life, body or health or if the loss was caused intentionally or gross negligently by one of the parties.
5. The contracting parties shall be obliged to cooperate in any approval proceedings. In particular, they shall immediately provide the other party, upon request, with the appropriate information/documents (for example end use declarations) which are required in the course of the application process.

XIII. Final Provisions

1. The place of performance for all services of SEW and the Customer shall be SEW's registered office in Bruchsal, unless otherwise agreed.
2. If the Customer is a merchant within the meaning of HGB [German Commercial Code], a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Bruchsal. SEW is also entitled to bring an action at the Customer's registered office as well as at any other permissible place of jurisdiction.
3. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Annex 1
(as of November 2022)
DriveRadar® IoT Suite Service Description

1. DriveRadar® IoT Suite Service Description

The DriveRadar® IoT Suite is a system for condition monitoring of drive systems in industry. This Smart Service is available in two versions:

a) IoT Suite for Industrial Gear Units

The DriveRadar® IoT Suite for industrial gear units consists of the following hardware and software components:

- (1) Data source for collecting various machine data: Sensor technology
- (2) DriveRadar EdgeProcessingUnit (EPU-IG) for forwarding the data collected by the sensors to the SEW Cloud,
- (3) Web-based DriveRadar® IoT Suite services, in particular algorithm-based analyses of the transmitted data and provision of the results to the Customer via the DriveRadar® IG app or a web application for desktop browsers.

b) IoT Suite for Applications

The DriveRadar® IoT Suite for applications consists of the following software components:

- (1) Data source for collecting various machine data: frequency inverter from SEW EURODRIVE or OPC UA Server
- (2) DriveRadar® SmartDataCollector software to collect and forward the data to the SEW Cloud,
- (3) Web-based DriveRadar® IoT Suite services, in particular algorithm-based analysis of the transmitted data and provision of the results to the Customer via a web application for desktop browsers.

The DriveRadar® IoT Suite does not replace any backup systems. The use of the DriveRadar® IoT Suite is only intended as a supplement to conventional backup systems and is not a redundancy for possible risk minimisation.

The DriveRadar® IoT Suite is a cloud-based digital functionality available for use by registered users. The standard functions are: collection, transmission, storage, processing and display of measurement data. The display can be done via a web browser or via the DriveRadar® IG app.

The DriveRadar® IoT Suite services include the following sub-services:

a) Visualisation

Within the DriveRadar® IoT Suite, the Customer receives the following authorisations:

- Access to the DriveRadar® IoT Suite application via the browser or the DriveRadar® IG app
- Visualisation of the measurement values and result values

b) Analysis

- Before data processing, standardisation and conversion take place so that the measured values from different sources and, if necessary, language regions can be used.
- SEW performs an algorithm-based analysis of the raw machine data and
- Makes the results available to the Customer via the DriveRadar® IoT Suite.
- Based on the analysis, the Customer receives a display of messages and possible causes of failure or anomalies of the registered hardware components (IG) or systems installed with the drive technology (for applications).

c) Storage

Various types of data are involved within the DriveRadar® IoT Suite. SEW shall provide the Customer with storage space for the data generated using the DriveRadar® IoT Suite and/or the data required to use the DriveRadar® IoT Suite.

The DriveRadar® IoT Suite does not cover services in the area of:

- Advice on the integration of external systems
- Real-time evaluation
- Signals for an emergency system stop

The DriveRadar® IoT Suite services are services. In particular, they are not aimed at achieving specific results or a specific success in connection with the provision of services.

SEW EURODRIVE is entitled to use subcontractors (e.g.: affiliated companies) to provide the service.

2. Data

DriveRadar® IoT Suite services are provided on the basis of the following data, data volume and storage modalities (data transmission to SEW systems is always a prerequisite):

a) Data Volume in the IoT Suite for Applications

The Customer has the possibility to adjust the transmission interval of the measurements (configuration). Depending on the configuration of the data collection a few KB to a few MB per day can occur per device/data source (e.g. inverter). The maximum permissible configuration of the data collection is defined in the order confirmation as the total for the plant.

SEW reserves the right to reject or not to process data exceeding this volume.

b) Storage Period for the IoT Suite for Industrial Gear Units**(1) Basic Scope of Storage Period for Result Values**

All result values can be viewed in the DriveRadar IoT Suite for the entire term of the Contract.

Result values are the data resulting from the analysed raw data.

These are, for example:

- Oil viscosity
- Trend values from the vibration raw data

- Forecast for remaining service life of components
- Forecast for oil durability and residual oil life
- Forecast for oil level

(2) Contract Extension:

If a follow-up contract is concluded or an extension is agreed during the Contract term, the storage period is extended accordingly so that at least the result values of the last 5 years can be accessed.

c) Storage Period for the IoT Suite for Applications**(1) Storage Period and Availability for Analysed Measurement Values**

Analysed measurement values are application data that have been converted, formatted and analysed.

These are stored in SEW systems for at least 1 year from data entry.

The measurement values of defined reference periods (usually the first 200 measurements) are excluded.

(2) Storage Period for Result Values

Result values are data resulting from the analysed measurement values. These are, for example,

- statistical values of measurements (min, max, median, etc.)
- custom KPI (key figures derived from measurements)
- messages from the rule editor

These are stored in SEW systems for at least 2 years from data entry.

The measurement values of defined reference periods (usually the first 200 measurements) are excluded.

(3) Reference Periods / Reference Devices

Analysed measurement values and result values that lie in manually or automatically defined reference periods or come from reference devices are available for the entire Contract term. This also applies if the Contract is extended during the term or replaced by a new contract.

(4) Extended Storage Period

Longer storage period may be agreed upon on the basis of a separate written agreement between the Customer and SEW.

(5) Contract Extension

If a follow-up contract is concluded or an extension is agreed during the Contract term, the storage period is extended accordingly so that at least the measurements of the last 12 months can be accessed.