

REMOTE SERVICE SPECIFICATION OF PERFORMANCE

1. Subject of the service

BIHLER provides remote services with the following characteristics and fields of application:

1.1. Remote control

Remote control allows access to applications and operating system of the control computer to support the machine operator during operation and programming.

1.2. Remote diagnostics

With the help of remote diagnostics, faults in the access area of the machine control system can be detected, and service operations can be prepared and supported.

1.3. Remote administration

Remote administration enables the elimination of certain faults as well as updates of the control system if technically feasible.

1.4. Data transmission

Data transmission enables the exchange of files.

1.5. Dialog mode

If no voice connection has been established, you can use the integrated dialog mode of the remote service software for communication.

1.6. Camera (optional)

The optional camera enables live streaming and video recording at the push of a button on the camera with storage on the internal SD card or a USB flash drive.

2. Procedure

2.1 BIHLER receives error messages and other remote service requests from customers by telephone or in text form during normal business hours, classifies them in one of the performance categories described in section 2.2 and decides based on this assignment whether a remote service is useful and possible and, if necessary, performs the agreed measures. The process does not include services in connection with changes on BIHLER machines and/or their software by the customer or third parties.

2.2 BIHLER classifies remote service requests in a performance category after the initial review:

- a) Faults that make it impossible to use a BIHLER machine or only allow for operation with serious limitations. The customer cannot circumvent this problem in a reasonable way and therefore cannot perform urgent tasks.
- b) Faults that limit the use of a BIHLER machine more than only marginally, and that are not critical faults.
- c) Other remote service requests will be assigned to remaining messages.

2.3 In case of messages in categories a) and b), BIHLER will immediately take the appropriate measures based on the information communicated by the customer to locate the cause of the problem. If the reported fault is not considered an error of the BIHLER machine, BIHLER will inform the customer immediately.

Other messages are handled by BIHLER on a case-by-case basis regarding time and scope of services after consultation with the customer. Tasks performed by BIHLER at the customer's facilities are not subject of this agreement and need to be expressly agreed in advance as an additional service.

3. Additional services

Services beyond points 1 and 2 require separate agreements and compensation. This can be tasks performed at the customer's facilities, or consulting and support for modified software, interfaces to external systems, installation or configuration.

4. Duration

- 4.1 The remote service starts with the delivery of the respective BIHLER machine, unless otherwise agreed.
- 4.2 The remote service for a BIHLER machine can be terminated in writing at the end of the contract year with a term of 30 days before the end of the contract year, for the first time at the end of the first year. A termination for good cause shall remain unaffected.

5. Compensation

- 5.1. The customer pays for the services of the remote service in advance with an annual flat rate that BIHLER invoices at the beginning of a billing period. The billing period is always the respective contract year.
- 5.2. The flat rate is due for the first time twelve months from the date of delivery or, in the event of work performances, at the time of acceptance of the respective machine. There is no fee for the remote service before this point.
- 5.3. BIHLER can adapt the fee for the first time after 12 months and then once a year with a notice period of 3 months in accordance with the development of the "labor cost index of the manufacturing industry and the service sector" and on the basis of cost increases to BIHLER for services provided by third parties. In case of cost reductions for services provided by third parties, the customer can demand an appropriate adjustment. If the fee increases by more than 5 % per year, the customer can terminate the contract up to six weeks after the increase notice effective at the time the increase comes into effect.

6. Rights of use

The usage rights of the customer regarding new software versions and software corrections provided for BIHLER machines correspond with the rights of the previous version. These usage rights replace the rights for previous versions or corrections after a reasonable transition period, generally one month.

7. Obligations of the customer

- 7.1 It is the customer's responsibility to perform all necessary safety measures for his operation and to monitor their successful implementation. This also applies in connection with the remote service. The customer will only have a remote service performed if the required safety is

guaranteed. In case of doubt, the customer will not perform the remote service or cancel the remote service.

- 7.2 To perform a remote service, the customer must provide a machine operator with the knowledge covered in the respective BIHLER operator training. The customer must initiate a remote service connection from the BIHLER machine to the BIHLER Service Center after consultation with BIHLER. When the link is established, a LED will light up. This way, the customer has full control over the connection.
- 7.3 The customer is aware that any remote service is associated with potential risks for the environment of the BIHLER machine. The customer will provide BIHLER with detailed information regarding security-relevant circumstances of the environment and the use of the BIHLER machine in advance and without being requested. The customer shall exercise utmost care in his area of responsibility.
- 7.4 The customer must only perform the necessary settings for integrating the remote service into the customer's network on the VPN hardware used for the remote service. The customer is not entitled to modify any other settings of the remote service configuration. The customer ensures that the BIHLER machine is only used in a shared and supported operating environment. BIHLER is not required to provide any remote service for BIHLER machines that are not in a such an operating environment. The customer will immediately inform BIHLER about changes in the operating environment, also in order to enable BIHLER to provide the remote service.
- 7.5 The customer is responsible for the strict adherence to the use and maintenance instructions for the respective BIHLER machine.
- 7.6 The customer is responsible for his own data security, for instance with independent, regular data backups. BIHLER and the customer will take the necessary steps, in accordance with state-of-the-art technology, to prevent the intrusion of viruses and other malicious code. The parties are not obliged to apply certain techniques and are not liable towards each other in the event of an intrusion of viruses or other malicious code. If viruses or malicious code occur at the customer's site that could affect the remote services or other interests of BIHLER, the customer shall immediately inform BIHLER in text form.

8. Data protection

If BIHLER comes into contact with personal data of the customer, BIHLER will only process this data for contractual purposes and will observe the customer's instructions for handling this data. The customer shall bear any adverse consequences of such instructions regarding implementation of the contract. Where legally required, the contract partners will agree on further details for handling personal data.

9. General liability of BIHLER

- 9.1 BIHLER is always liable to the customer for (a) damages caused intentionally or through gross negligence by BIHLER, its legal representatives or vicarious agents, (b) according to the product liability law, and (c) for damages arising from injury to life, body or health by BIHLER, its legal representatives or vicarious agents.

- 9.2 BIHLER is not liable in case of negligence, except if an essential contractual obligation has been breached whose fulfilment is crucial for the proper implementation of the contract or whose violation jeopardizes the attainment of the contract purpose and on whose regular compliance the customer may depend. This liability for damage to property and monetary loss is limited to the typical and foreseeable damage within the scope of the contract, including lost profits and lost savings. Any liability for subsequent damages is excluded.
- For a single claim, liability is limited to three times the fee amount per contract year. For all claims in a contract year, liability is limited to €50.000.-. An individually agreed liability amount has priority. The liability according to section 9.1 shall remain unaffected.
- 9.3 For a warranty policy, BIHLER shall only be liable for damages if this is explicitly included in the BIHLER warranty. In case of negligence, this liability is subject to the restrictions in accordance with section 9.2.
- 9.4 In the event of data loss, BIHLER shall only be liable for the effort required to restore the data if proper data backup procedures were followed by the customer. In case of negligence on behalf of BIHLER, this liability only applies if the customer has performed a proper data backup according to reasonable due diligence obligations prior to the measure leading to the data loss.
- 9.5 Claims for compensation and other liability claims of the customer against BIHLER apply according to sections 9.1 to 9.4.

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