

**General Terms and Conditions  
for SocialProduction**

**1. Introduction and Description of Services.** The General Terms and Conditions contained herein (the "Terms") govern the rights and obligations of the Customer (the "Customer") using the SocialProduction application ("SocialProduction") with its associated hardware (the "Hardware") provided by Krauss-Maffei Corporation, (hereinafter referred to as "Krauss-Maffei", "we" or "us"). The complete scope of services offered to the Customer is documented under the accompanying order confirmation, quote, invoice, or email confirmation (collectively the "Order Confirmation"). SocialProduction allows the Customer to get an overview of the connected machines from their facilities via smartphone and web applications. SocialProduction includes the platform and modular bookable functionalities running on it, which support the Customer in the production and maintenance of the machines. The integrated social media messenger function allows for convenient team communication within Customer's facility and enables messages to be sent between Customers' personnel, which allows specific machine events to be posted automatically in the chat by the system.

SocialProduction is based on mathematical models and machine and process data. For events that are unrecognizable to the machine and process data the SocialProduction display may deviate from what is happening to a Customer's machine. Krauss-Maffei is not liable for the correctness of the displays.

**2. Applicability.** These Terms govern the content and the scope of SocialProduction as provided to Customer. Any alternative or supplementary general terms and conditions or provisions of the Customer are not applicable and shall not be recognized in any case, irrespective of whether Krauss-Maffei was aware of them or had contested their validity and whether they contravene the stipulations of these Terms. The acceptance of these Terms shall reject any and all different terms.

**3. Access to SocialProduction.** After receipt of payment, the installation and configuration of the Hardware, Krauss-Maffei shall provide the Customer with the information necessary for access to SocialProduction.

**4. Customer Representations.** (a) Prior to the using SocialProduction, Customer agrees and acknowledges that all employees, contractors and

affiliates, shall: (1) read and comply with all instructions and requirements in these Terms and the Order Confirmation, including any annexes, (2) provide all relevant information (e.g. regarding data protection) to its employees, (3) ensure its machines comply with the machine requirements for SocialProduction (including specifications for the Hardware) according to the supplier's specifications, (4) ensure that any network configuration which has any impact on the configuration of the smartCube may only be changed after mutual written agreement with Krauss-Maffei, (5) refrain from any and all measures or actions that endanger the stability and security of SocialProduction, in particular, the configuration or use of Krauss-Maffei Hardware for any purpose, except as enumerated herein, and (6) critically check any data that SocialProduction provides for correctness, completeness and usefulness.

(b) The Customer shall inform Krauss-Maffei in writing of any errors, discrepancies or problems that arise during the use of SocialProduction without undue delay and shall support Krauss-Maffei in the analysis of the problem and provide any and all support required to solve the problem.

(c) In the event that a machine connected to SocialProduction will be moved to another production plant or facility, the Customer shall immediately inform Krauss-Maffei in writing. If this results in additional costs for Krauss-Maffei that are necessary for the further provision of SocialProduction (e.g. new configuration of the smartCube or Hardware), these costs shall be borne by the Customer.

(d) Customer shall refrain from exporting any hardware related to SocialProduction if it is not permissible under the laws of his country of domicile or the United States of America and to impose this obligation also on his purchasers without prejudice to the other provisions of the contract and these Terms. In the event any hardware needs to be moved, Customer shall provide no less than thirty (30) days' notice, and shall provide support to Krauss-Maffei.

**5. Customer Technical Requirements.** The Customer shall ensure an internet connection with sufficient bandwidth for the Krauss-Maffei smartCube and associated hardware (the "Hardware") on any machine(s) using SocialProduction. All costs for such internet connection are to be borne by the Customer. Since SocialProduction is accessed through an internet

## General Terms and Conditions for SocialProduction

connection, the Customer must purchase and maintain the telecommunications hardware and software to interface with SocialProduction and the infrastructure required for its operation (such as a commercially reasonable high-speed Internet connection compliant with Krauss-Maffei's specifications, network, PCs, smartphones) in its own name and at its own cost, as well as making them available, free of costs, to Krauss-Maffei at any time for the provision of its services. Customer further represents it shall maintain the hardware and software in a technically perfect, maintained condition required for use of SocialProduction as well as ensure there are no unauthorized changes to the Hardware by the Customer or a third party.

**6. Operation of SocialProduction.** Krauss-Maffei is the sole operator of SocialProduction and the corresponding platform and reserves all industrial property rights in this respect. Unless otherwise expressly stipulated in these Terms, all rights shall remain with the respective holder of the rights.

**7. Right of Usage.** Following receipt of the Order Confirmation, additional installation and configuration of hardware may be required before Customer will be able to use SocialProduction. The scope of services provided by SocialProduction and the usage fees to be paid by the Customer are enumerated in the Order Confirmation.

The Customer shall provide information on the number of accounts to be initially created for SocialProduction. Should the Customer require additional user accounts, Customer shall contact the service coordinator. The creation of additional accounts may be subject to additional payment, as outlined in the Order Confirmation.

**8. Fee.** The Customer shall pay the contractually agreed fee in return for SocialProduction as provided in the Order Confirmation (the "Fee"), as may be amended from time to time. The Order Confirmation also confirm the length of the subscription to SocialProduction (the "Subscription Period"). The available pricing modules are listed in the Order Confirmation, as applicable. In the event that Fees are not paid, Krauss-Maffei reserves the right to disable Customer's account and re-possess the Hardware until paid in full. Payments are due upon invoice and SocialProduction will only be provided after invoices are paid in full.

**9. Price Adjustments.** Unless otherwise specified, the Fee for SocialProduction is fixed as

provided in the Order Confirmation with the defined number of connected machines and functionalities. Irrespective of the foregoing, Krauss-Maffei is entitled to adjust the usage fees for SocialProduction for each extension term. In this case Krauss-Maffei shall inform Customer of the price adjustment at the latest three (3) months prior to the end of the term or of an extension term. If the Customer is not prepared to accept the price adjustment announced by Krauss-Maffei, the Customer is entitled to terminate the contractual relationship with a notice period of one (1) month prior to the end of the term or of an extension term.

**10. Subcontractors.** Krauss-Maffei is entitled to commission third parties to provide services under these Terms and the Order Confirmation.

**11. End Users.** If the Order Confirmation expressly provides that copies of SocialProduction may be made available to a third party ("End User") this right shall only apply to the extent that (a) such End User has executed a valid license contract with the Customer that is (i) not less protective of Krauss-Maffei's Property Rights in SocialProduction and (ii) not less restrictive on the End User's right of use of the SocialProduction than the provisions set forth in the preceding parts of this Section; (b) the Customer implements appropriate procedures to supervise and enforce End User compliance with such restrictions; and (c) Customer complies with export control restrictions allowing End Users to access SocialProduction. Customer also agrees to (a) indemnify Krauss-Maffei for any damage or loss suffered in connection with (i) the infringement of Krauss-Maffei's Property Rights in SocialProduction by an End User or (ii) any other act or omission by an End User which, if conducted by Customer would be considered a breach of contract, and (b) hold Krauss-Maffei harmless from any Third Party Claim asserted by End Users in connection with the use of, or access to, SocialProduction. Customer shall also ensure any End User maintains proper data protection and security protocols, technical requirements, in line with these Terms, and understands and acknowledges that Customer shall indemnify Krauss-Maffei for any claims regarding the use of SocialProduction.

**12. Data Protection Information.** (a) Our Data Privacy Statement shall apply for the usage of SocialProduction  
(<https://www.kraussmaffei.com/en/data->

**General Terms and Conditions  
for SocialProduction**

[protection](#)). (b) For the transfer and use of data, which does not include personal data, in particular data regarding the machine or system, the Agreement on the Transfer and Use of Data shall apply

(<https://www.kraussmaffei.com/media/download/cms/media/agb/2022-en-agreement-on-the-transfer-and-use-of-data-for-digital-products.pdf>).

(c) Krauss-Maffei recommends that the Customer keep login information confidential and not to disclose login information to third parties. To the maximum extent permitted by law, under no circumstances shall Krauss-Maffei, its officers, directors, employees, subsidiaries, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, such as, but not limited to, loss of revenue, loss of anticipated profits, goodwill, diminution of value, business interruption costs, or any other intangible losses arising out of damage from any security breach or any other security intrusion for the servers, mobile applications, or computer systems used for the provision of SocialProduction. In the event of failure of the communication line to the central reporting server, particularly such one caused by disturbances in the transmission route or missing or insufficient data, Krauss-Maffei shall be exempted from contractual performance obligations. (d) The Customer has the ability in the SocialProduction application, to submit a request for the creation of a user account and reset existing account passwords. To this end, Krauss-Maffei shall provide the required user IDs and passwords to the Customer via email. The Customer must ensure that this information is only disclosed to Customer. All data exchanged within the framework of the SocialProduction application and other Customer information about production secrets, relevant product-related data, etc., must be used exclusively for the services defined in these Terms. The marketing of this information or knowledge transfer to third parties is not allowed. However, Krauss-Maffei is authorized to use general findings in order to improve its own products and services in addition to Feedback (as defined in Section 15), as well as pass applicable improvements onto third-party service providers. (e) Krauss-Maffei and the Customer shall take commercially reasonable measures to prevent malware from infecting the Customer's software and the Krauss-Maffei software. Should malware jeopardize the SocialProduction application or its

hardware, or should malware jeopardize the Customer's systems, the other party must be immediately notified in writing.

**13. Availability Of Features:** Krauss-Maffei does not warrant that all features will be available at any given time for issues related to software updates, upgrades, or software maintenance.

**14. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights ") in and to all documents, work product, and other materials that are delivered to Customer under these Terms or prepared by or on behalf of Krauss-Maffei in the course of providing SocialProduction, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") shall be owned by Krauss-Maffei. In accordance with these Terms, Krauss-Maffei grants to the Customer a non-exclusive right to use SocialProduction for the duration and scope (e.g. functionalities, number of connected machines) defined in the Order Confirmation.

Krauss-Maffei hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and SocialProduction. The Customer's right to use SocialProduction supplied by Krauss-Maffei shall be limited to the purposes as provided in the Order Confirmation and the Terms herein. All other rights are reserved. The source code of SocialProduction will not be delivered unless expressly agreed. The Customer shall refrain from (a) reverse engineering SocialProduction; (b) copying; or (c) modifying, adapting or translating SocialProduction, or creating derivative works of SocialProduction, except in each case to the extent expressly permitted in these Terms or by mandatory law. The same shall apply to any publication of any benchmark tests with SocialProduction without Krauss-Maffei's prior

**General Terms and Conditions  
for SocialProduction**

written consent. Any copies of SocialProduction shall contain all of the copyright notices shown on the original. The Customer shall refrain from selling the SocialProduction or generally making SocialProduction available to any third party, whether by delivering a data medium, over a network, or in any other form, whether or not for compensation, except with Krauss-Maffei's prior written consent.

Krauss-Maffei shall retain all rights to any Deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by Customer solely or jointly with the Krauss-Maffei or others ("Work Product"): (a) in the course of providing Feedback under these Terms or (b) at any time during the Term (defined below) or the twelve (12) month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Krauss-Maffei's Confidential Information or company materials and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

All right and title worldwide, including any right of use or exploitation, in or to any parts of SocialProduction or other works or results discovered, developed or created by Krauss-Maffei or Krauss-Maffei's agents in connection with the Order Confirmation shall exclusively be owned by Krauss-Maffei. Where such development is part of Krauss-Maffei's services to the Customer, the Customer shall receive a simple non-exclusive license in such works to make reasonable use of the Deliverables and SocialProduction in accordance with the Order Confirmation and/or these Terms.

**15. Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Krauss-Maffei by mail, email, telephone, or otherwise, suggesting or recommending changes to the Krauss-Maffei or third-party service provider intellectual property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, improvements, alterations or amendments made by the Customer or the like ("**Feedback**"), Krauss-Maffei is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such

Feedback. Customer hereby assigns to Krauss-Maffei on Customer's behalf, and on behalf of its employees, contractors, affiliates and/or agents, all right, title, and interest in, and Krauss-Maffei is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Krauss-Maffei is not required to use any Feedback.

**16. Term And Termination.** Unless terminated in accordance with this section, the SocialProduction subscription shall renew automatically for a consecutive Subscription Period, as provided in the Order Confirmation (unless otherwise authorized by Krauss-Maffei in writing). Krauss-Maffei may terminate a subscription at any time (a) if after providing Customer no less than fifteen (15) days prior written notice, Customer fails to pay fees due for a new Subscription Period, or (b) if after providing Customer no less than thirty (30) days prior written notice, Customer fails to cure a breach of these Terms, or (c) if Customer breaches a term of any software license agreement governing the use of software provided under a SocialProduction subscription. If Customer no longer wishes to utilize SocialProduction, please notify your Krauss-Maffei service coordinator no later than thirty (30) days prior the renewal date for SocialProduction.

**17. LIMITED WARRANTY AND WARRANTY DISCLAIMER** (a) **ALTHOUGH KRAUSS-MAFFEI CANNOT GUARANTEE THAT SOCIALPRODUCTION WILL BE AVAILABLE AT ALL TIMES, KRAUSS-MAFFEI WILL MAKE REASONABLE EFFORTS TO PROVIDE SOCIALPRODUCTION IN A PROFESSIONAL MANNER. KRAUSS-MAFFEI DOES NOT WARRANT AND DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY DATA PROVIDED VIA SOCIALPRODUCTION. KRAUSS-MAFFEI'S LIABILITY FOR ANY DAMAGES SHALL BE EXCLUSIVELY DEFINED PURSUANT TO THE PROVISIONS OF SECTION 18. TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.** (b) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 17, KRAUSS MAFFEI**

**General Terms and Conditions  
for SocialProduction**

INTELLECTUAL PROPERTY IS PROVIDED "AS IS" AND KRAUSS-MAFFEI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 17(a), KRAUSS-MAFFEI MAKES NO WARRANTY OF ANY KIND THAT KRAUSS-MAFFEI IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

18. **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL KRAUSS-MAFFEI BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. CUSTOMER AGREES TO INDEMNIFY AND HOLD KRAUSS-MAFFEI HARMLESS FROM AND AGAINST ANY LOSS, EXPENSE, LIABILITY, CLAIM OR LITIGATION REGARDING PERSONAL INJURY, PROPERTY DAMAGE, BREACH OF CONTRACT OR OTHERWISE WITH RESPECT TO THE SOCIALPRODUCTION APPLICATION OR

HARDWARE RELATING TO BREACH BY CUSTOMER OF ITS RESPONSIBILITIES AS SPECIFIED ABOVE. CUSTOMER AGREES THAT IF CUSTOMER AND/OR CUSTOMER'S REPRESENTATIVES, AGENTS, AUTHORIZED USERS AND/OR EMPLOYEES ALTER AND/OR MODIFY IN ANY RESPECT THE SOCIALPRODUCTION APPLICATION OR HARDWARE COVERED BY THIS TERMS, WHICH ALTERATION AND/OR MODIFICATION CAUSES OR IN ANY WAY CONTRIBUTES TO PERSONAL INJURY TO ANY INDIVIDUAL (INCLUDING CUSTOMER'S EMPLOYEES) AND/OR DAMAGE TO THE PROPERTY OF ANY PERSON (INCLUDING CUSTOMER), THEN CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS KRAUSS-MAFFEI AND KRAUSS-MAFFEI'S REPRESENTATIVES, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS AND APPEALS, OF ANY TYPE, INCLUDING ACTIONS AT LAW OR IN EQUITY BROUGHT AGAINST KRAUSS-MAFFEI BY THE INJURED INDIVIDUAL(S) AND/OR PERSON(S) AND/OR THE REPRESENTATIVE AND/OR ESTATE OF ANY OF THE, EXCEPTING ANY LOSSES, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OR FAULT OF KRAUSS-MAFFEI (HEREINAFTER COLLECTIVELY DESCRIBED AS "ANY INDEMNIFIED CLAIM"). IN NO EVENT WILL KRAUSS-MAFFEI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO KRAUSS-MAFFEI FOR THE SOCIALPRODUCTION APPLICATION AT ISSUE IN THE DISPUTE.

19. **Confidential Information.** (a) All non-public, confidential or proprietary information of Krauss-Maffei, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Krauss-Maffei to Customer or its' affiliates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of SocialProduction and these Terms are confidential, and shall not be disclosed or copied by Customer or its' affiliates without the

**General Terms and Conditions  
for SocialProduction**

prior written consent of Krauss-Maffei. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. (b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. (c) Krauss-Maffei shall be entitled to injunctive relief for any violation of this Section.

**20. Waiver.** No waiver by Krauss-Maffei of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Krauss-Maffei. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**21. Limitation Of Period To Commence Action.** Any action brought by Customer against Krauss-Maffei relating to these Terms, including without limitation any action for breach of these Terms or breach of any warranty, must be commenced within one (1) year following the date the SocialProduction application at issue are delivered to Customer or such action shall be barred.

**22. Force Majeure.** Krauss-Maffei shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Krauss-Maffei including, without limitation, acts of God, flood, fire, earthquake, explosion, pandemic, disease, governmental actions, quarantine, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**23. Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Krauss-Maffei. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms.

**24. Transfer Claims.** The Customer may only transfer claims against us relating to these Terms and any Order Confirmation to third parties subject to our approval in writing. We are entitled to transfer rights and obligations arising from the contract with the Customer in whole or in part to third parties in compliance with the agreed and statutory Customer protection obligations, confidentiality obligations and data protection requirements.

**25. Relationship Of The Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**26. Amendment And Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

**27. Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**28. Attorney's Fees.** In the event that Krauss-Maffei is the prevailing party in any action, proceeding or arbitration between Customer and Krauss-Maffei concerning the interpretation and/or enforcement of any of the terms or provisions of these Terms, Customer shall be liable to Krauss-Maffei for all costs, including reasonable attorney's fees, incurred by Krauss-Maffei with respect to such actions, proceeding or arbitration.

**29. Governing Law** – The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and venue for any action pursuant hereto shall be in the appropriate state court in Kenton County, Kentucky, or federal district court for the Eastern District of Kentucky located in Covington, Kentucky. Neither the 1980 United Nations Convention on Contracts for the International Sale of Goods nor the United Nations Convention on the Limitation Period in the International Sale of Goods will apply to this Agreement or any transaction under it. Customer and Krauss-Maffei hereby agree that any dispute which may arise between them arising out of or in connection with this

**General Terms and Conditions  
for SocialProduction**

Agreement shall be adjudicated before a court located in Kenton County, Kentucky and they hereby submit to the exclusive jurisdiction of the federal and state courts located in Kenton County Kentucky with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of (i) registered or certified mail, return receipt requested, in care of, with respect to Krauss-Maffei, Krauss-Maffei's Florence, Kentucky address, and with respect to Customer, any such address as Customer has, from time to time, furnished to Krauss-Maffei in writing, or (ii) such other manner as may be permitted by applicable law.

**30. Severability.** If any term or provision of this these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

**31. Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Assignment, Submission to Jurisdiction, Attorney's Fees and Survival.