

**GENERAL TERMS AND CONDITIONS
FOR REMOTE ASSISTANCE SERVICES**

1. SCOPE. The Terms and Conditions contained herein (the "Terms") cover the use of this service (as defined below). The Customer ("Customer") operates a machine or machining solution of Krauss-Maffei Corporation ("Krauss-Maffei"), which may require potential repairs, maintenance or service from time to time by Customer's authorized employees and contractors ("Authorized Users"). In order to support machine operations, the Customer has requested Krauss-Maffei, through its employees, contractors and affiliates, to provide consultations relating to the repair, maintenance or services of Krauss-Maffei machines via the "smartAssist" smartphone application, "remoteAccess" diagnostics tool ("Remote Access") or other applicable software detailed herein (collectively the "Remote Assistance Services"). All Remote Assistance Services are subject to the Service Plan as enumerated under the accompanying order confirmation, quote, invoice, or email confirmation (collectively the "Confirmation"). The aforementioned services to Customer equipment to be rendered in case of need, shall be provided online as far as possible, by video-based, internet-connected teleconference support consultation or Remote Access session (the "Consultation") through the Krauss-Maffei "smartAssist" smartphone application or other applicable software.

2. APPLICABILITY. These Terms govern the content and the scope of all Krauss-Maffei's Remote Assistance Services 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. These acceptance of these Terms shall reject any and all additional and different terms.

3. CONSULTATION: In the event of machine malfunction and upon prior submission of a request for Consultation (so-called "Service Request") by the Customer, Krauss-Maffei shall, by means of the Consultation: consult with Customer regarding the nature of the repair or malfunction on the indicated Krauss-Maffei Service Request and provide any potential solutions to repair the malfunction if possible, as determined by Krauss-Maffei's reasonable judgement.

4. SAFETY AND SUPERVISION: Prior to the provision of Remote Assistance Services, Customer and Authorized Users shall: (a) ensure the workplace in which Remote Assistance Services are to be provided is free from obstacles, obstructions, and all other potential hazards; (b) take reliable measures against personal injury and damage to property in the course of the provision of Remote Assistance Services; (c) acknowledge orally that the services can be carried out safely; (d) ensure that Authorized Users are qualified to perform the service, work, or maintenance (the "Work"); (e) ensure that all machines, products, or otherwise applicable equipment are safe to work on and Authorized Users adheres to all risk warnings posted on or around the equipment; (f) ensure that Authorized Users will follow all instructions from Krauss-Maffei technicians and will ask for clarification if instructions are not understood; (g) confirm that Authorized Users understand how to operate the smartAssist glasses (if applicable); and (h) all machines or machining solutions have undergone any and all regularly scheduled maintenance for which Remote Assistance Services have been requested.

5. CUSTOMER TECHNICAL REQUIREMENT. (a) Since Remote Assistance Services are accessed through an internet connection, the Customer must purchase and maintain the telecommunications hardware and software to initiate a Consultation 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. (b) Further requirements are the technically perfect, maintained condition of the installed smartAssist application (hardware and software), Remote Access software and other applicable software, as well as the absence of any unauthorized changes to the smartAssist application, Remote Access Software or other applicable software by the Customer or a third party.

6. REMOTE REPAIR AND MAINTENANCE. If, during the Consultation, Krauss-Maffei determines the the machine requires on-site repair or maintenance, Krauss-Maffei shall support the Customer as far as reasonably possible, via the Consultation, with respect to: (i) instructing Authorized User on potential repair and maintenance and (ii) configuration of the relevant parameters (e.g. input of required data).

7. ADDITIONAL MAINTENANCE AND REPAIR. Krauss-Maffei in its sole discretion, may terminate the Consultation if the machine cannot be repaired or can only be partially repaired by means of the Remote Assistance Services measures or extend the Consultation as needed, pursuant to Section 6. Krauss-Maffei shall inform the Customer, during the Consultation, if additional services are required. After the signature of a separate service purchase order for the additional services, Krauss-Maffei may support the Customer with the implementation of more wide-ranging measures, which may include, but it not limited to on-site technician repair, or replacement parts, which are subject to separate terms and conditions. The aforementioned additional services shall be provided for additional payment as outlined in the Confirmation.

8. EXCLUSIONS: If during the Consultation: (a) Krauss-Maffei ascertains that the malfunction or repair required is due to external factors, other unforeseeable events, improper handling, Customer inability or unwillingness to abide by safety guidelines, Customer not authorized or qualified to perform Work or failure to comply with the Krauss-Maffei's installation, maintenance, safety and environmental instructions, Krauss-Maffei is not obliged to provide Remote Assistance Services pursuant to Section 6 or other measures and services pursuant to Section 7. The same applies should the Customer or a third party modify the software for the KM Smart Assist smartphone application or Remote Access software ("Krauss-Maffei Software") or the software environment, including the hardware. In these cases, Krauss-Maffei provides repair services upon the Customer's request, which will be separately invoiced.

9. DOCUMENTATION AND RECORDING. Krauss-Maffei may record, and Customer is hereby giving its assent and agrees to Krauss-Maffei's video or audio recording of, the Consultation session. Krauss-Maffei may collect information about any potential machine malfunction, errors, or other issues relating to Remote Assistance Services during the Consultation, as well as overall services provided over and above the scope of the Remote Assistance Services. Before the commencement of Remote Assistance Services, the Customer, including any Authorized User, agrees and acknowledges that any communications, information, specifications, instructions, related to or during the Consultation may be recorded for service, record keeping and compliance purposes which includes, but is not limited to: video or audio recordings of the Consultation, email or chat communications between Customer and Krauss-Maffei, as well as any Feedback (as defined in Section 27) provided during the Consultation. Customer, as applicable, shall make available to Krauss-Maffei upon request, any signed forms detailing each individual Authorized User's consent to the recording of the Consultation and use of any Personal Data for the limited purpose of providing Remote Assistance Services under these Terms and storage of Personal

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Data for a period not to exceed six (6) months.

10. GRANT OF RIGHTS: By installing the Krauss-Maffei software and submission of the relevant "Service Request", the Customer allows Krauss-Maffei to access the Customer data which may include, but is not limited to video-based, internet-connected teleconference support consultation documents, videos or other digital files, as well as to carry out the contractually-agreed activities. Similarly for Remote Access sessions, upon Customer's enablement of the remote connection allowing Krauss-Maffei machine access, Customer agrees and acknowledges that Krauss-Maffei has the ability to view Customer data on the machine which requires Remote Access. Customer understands it has the ability to sever the remote connection at any time.

11. DATA TRANSMISSION. smartAssist: The Customer must ensure that the data required for Krauss-Maffei's contractual service provision are held available. The data is transmitted via the smartAssist application over the internet to an Azure Server ("Application Server") belonging to third-party provider Oculavis. In the same way, any measures are retransmitted by Krauss-Maffei to the Customer.

Remote Access: As part of a Service Plan, Krauss-Maffei may perform Remote Access via a Consultation. In order for Krauss-Maffei to provide Remote Access, Customer is required to open the appropriate port on the machine on which services are to be provided. Krauss-Maffei will connect to Customer machine via virtual private network ("VPN"). Customer agrees and acknowledges that by opening the port and enabling access to its machine's, Krauss-Maffei shall not be responsible for and shall not be required to maintain the confidentiality for any inadvertently revealed confidential or proprietary information which includes but is not limited to: processes, procedures, inventions, or practices, except as required by separate agreement. ("Remote Access Server")

The parties are responsible for the operation and maintenance of their respective systems. 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 the Remote Assistance Services. 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 on the Application Server or Remote Access Server as applicable, Krauss-Maffei shall be exempted from contractual performance obligations (particularly for Remote Assistance Services pursuant to Section 5.).

12. SMARTASSIST SOFTWARE; SOFTWARE LICENSE. Krauss-Maffei shall provide to the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Krauss-Maffei software exclusively in connection with the agreed Remote Assistance Services and only for the term of this agreement. The Customer undertakes to treat Krauss-Maffei software confidentially and to protect it from unauthorised transmission or use by its employees, representatives, agents or third parties. This right of use shall not include, in particular, changing, translating,

reverse engineering, decompiling or disassembling the Krauss-Maffei software or creating derivative works from the Krauss-Maffei software; changing and removing labels, copyright notices, ownership information and license terms of the program supplier. The Customer is aware that, errors in programs and the associated material cannot be excluded. Krauss-Maffei does not provide any warranty of any kind, neither expressed nor implied, for the faultlessness of the Krauss-Maffei software. Furthermore, Krauss-Maffei is not aware of any facts or circumstances, based on which the use of the Krauss-Maffei software may breach third-party industrial property rights or copyrights.

13. DATA SECURITY. The Customer has the option of user administration under the agreed smartAssist application. To this end, Krauss-Maffei shall provide the required user IDs and passwords to the Customer via e-mail for smartAssist. The Customer must ensure that this information is only disclosed to Customer and any Authorized User. All data exchanged within the framework of the smartAssist application, data provided during Remote Access sessions as well as other Customer information about production secrets, relevant product-related data, etc., must be used exclusively for the services defined in these Terms. All data manipulated, entered, adjusted, or changed during a Remote Access session will remain on Customer machine. No Customer machine data will be returned or retained by Krauss-Maffei as a result of a Remote Diagnostics Session.

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 21) as well as pass applicable improvements onto third party service providers. 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 a malware that may jeopardize the smartAssist application or that may be transmitted to the other Party's systems, arise with one of the parties, the other party must be immediately notified in writing.

14. PERSONAL DATA. Krauss-Maffei in the provision of Remote Assistance Services, may collect Personal Data, defined as any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person ("Personal Data"). Krauss-Maffei may collect Personal Data of Customer employees for the limited purpose of providing Remote Assistance Services and only to the extent required.

15. CUSTOMER REPRESENTATIONS. (a) **Technical Requirements:** The Customer must comply with the technical requirements described in Section 5 at its own expense. (b) **Disclosure obligation about technical changes:** All changes that the Customer may wish to make to the technical environment which may have an impact on the smartAssist application (e.g. changes to the machine's operating conditions or technical equipment) must be agreed with Krauss-Maffei in a timely manner. (c) **Assistance in the event of error messages:** When ascertaining,

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containing, reporting and describing errors, the Customer shall follow Krauss-Maffei's guidelines, use Krauss-Maffei's instructions/check lists (where available) and contribute to resolving the errors at its own expense. To this end, the Customer shall possess technically qualified personnel. In the event of any uncertainties, the Customer shall provide Krauss-Maffei with additional information and documentation. (d) Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of its confidential, proprietary or any information that is subject to intellectual property rights that may expose Krauss-Maffei to liability.

16. DATA POLICY. Any obligations, rights, or disclosures not specifically enumerated herein for Customers to which the General Data Protection Regulation ("GDPR") applies, can reviewed under Krauss-Maffei's data policy, as may be amended from time to time, and is available at <https://www.kraussmaffei.com/en/data-protection>.

17. AVAILABILITY OF KRAUSS-MAFFEI SOFTWARE: 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.

18. AVAILABILITY OF REMOTE ASSISTANCE SERVICES: Unless otherwise specifically stated in these Terms, the Remote Assistance Services shall be provided on business days (Monday to Friday, except on legal and regional public holidays applicable at Krauss-Maffei's site) during normal working hours from 8:00 AM to 5:00 PM local time at Krauss-Maffei's site. Any decision to provide Remote Assistance Services outside of normal working hours is at Krauss-Maffei's sole discretion and will be subject to a separate agreement. Remote Assistance Services depend on the availability of required specialist operators, including representatives or affiliates, which depends specifically on the number of Krauss-Maffei customers using service at the same time.

19. FEE. The Customer shall pay the contractually agreed fee in return for the Remote Assistance Services as provided in the Confirmation (the "Fees"), as may be amended from time to time. A separate fee shall be agreed for any further services (particularly that detailed in Section 7) from time to time. The available pricing modules are listed in the Confirmation. In the event that Fees are not paid, Krauss-Maffei reserves the right to disable Customer's account until paid in full. Payments are due upon invoice and Remote Assistance Services will only be provided after invoices are paid in full.

20. 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 performing the Remote Assistance Services, including any items identified as such in the Confirmation (collectively, the "Deliverables") shall be owned by Krauss-Maffei. 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 the Remote Assistance Services.

Customer represents and warrants that Customer alone shall be responsible for the control of any Customer intellectual property. For clarity, if Customer does wish to provide or disclose any potential intellectual property and/or trade secrets, it the sole responsible for preventing any such disclosure. Krauss-Maffei shall in no way be responsible for protecting any inadvertently disclosed intellectual property, but agrees to not disclose such intellectual property, as is reasonably practical, subject to any pre-existing confidentiality agreements between the parties.

21. 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 IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, 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 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.

22. TERM AND TERMINATION. Unless terminated in accordance with this section, a Service Plan will renew automatically for a consecutive License Subscription period, as provided in the Confirmation (unless otherwise authorized by Krauss-Maffei in writing). Krauss-Maffei will not provide Remote Assistance Services following termination of services unless the Service Plan is renewed or upgraded before the applicable Service Plan expires. Krauss-Maffei may terminate a Service Plan 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 Service Plan, 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 Service Plan. If Customer no longer wishes to utilize Remote Assistance Services, please notify your Krauss-Maffei service coordinator no later than 30 days prior the the renewal date for Remote Assistance Services.

23. LIMITED WARRANTY AND WARRANTY DISCLAIMER (a) **ALTHOUGH KRAUSS-MAFFEI CANNOT GUARANTEE THAT A CONSULTATION WILL RESOLVE THE CUSTOMER'S ISSUE OR THAT APPOINTMENTS SHALL BEGIN EXACTLY AT THE SCHEDULED CONSULTATION TIME, KRAUSS-MAFFEI WILL MAKE REASONABLE EFFORTS TO PERFORM THE REMOTE ASSISTANCE SERVICES IN A PROFESSIONAL MANNER. KRAUSS-MAFFEI DOES NOT WARRANTY ANY WORK OR CONSULTATION, AND DOES NOT GUARANTEE DIAGNOSIS OR REPAIR OF THE MACHINE DURING THE CONSULTATION. IF KRAUSS-MAFFEI IS UNABLE TO FULFILL ITS OBLIGATION, THE CUSTOMER IS ENTITLED TO GRANT A REASONABLE EXTENSION. KRAUSS-MAFFEI SHALL HAVE NO DOES NOT WARRANTY ANY CHANGES TO SETTINGS, PARAMETERS, PROTOCOLS, OR PROCEDURES PROVIDED DURING A CONSULTATION WILL RESOLVE CUSTOMER'S ISSUES. KRAUSS-MAFFEI'S LIABILITY FOR ANY DAMAGES SHALL BE EXCLUSIVELY DEFINED PURSUANT TO THE PROVISIONS OF SECTION 24. 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**

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THIRD-PARTY PRODUCTS. (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 23, KRAUSS MAFFEI 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 23(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.

24. 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; (e) DISCLOSURE OF INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION DURING PROVISION OF REMOTE ASSISTANCE SERVICES OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER 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 REMOTE ASSISTANCE SERVICES 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 SMARTASSIST SOFTWARE OR REMOTE ASSISTANCE SERVICES 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 REMOTE ASSISTANCE SERVICES AT ISSUE IN THE

DISPUTE.

25. 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 the Remote Assistance Services and these Terms are confidential, and shall not be disclosed or copied by Customer or its' affiliates without the 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.

26. 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.

27. 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 Goods at issue are delivered to Customer or such action shall be barred.

28. 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, 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.

29. 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.

30. 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.

31. 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

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representative of each party.

32. 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.

33. 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.

34. 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. Buyer and Seller hereby agree that any dispute which may arise between them arising out of or in connection with this 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 Seller, Seller's Florence, Kentucky address, and with respect to Buyer, any such address as Buyer has, from time to time, furnished to Seller in writing, or (ii) such other manner as may be permitted by applicable law.

35. 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.

36. 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.