

Terms of use for the Lorch Connect Gateway App supplied by Lorch Schweißtechnik GmbH (B2B)

Lorch Schweißtechnik GmbH, Im Anwänder 24-26, 71549 Auenwald provides a mobile application to commercial customers that allows you to control your Lorch Connect Gateways.

These terms of use pertain to the provision of the mobile application (hereinafter "Lorch Connect Gateway app"). To you as a commercial customer by Lorch Schweißtechnik GmbH (hereinafter "Lorch"). In this context, the terms of use constitute a contract between you and Lorch. Please read the terms of use carefully.

1. Lorch Connect Gateway App

- 1.1 The Lorch Connect Gateway App is a Web-based software solution that will help you put the Lorch Connect Gateway into service.
- 1.2 The individual functionalities offered by the Lorch Connect Gateway App are detailed in the description of the Lorch Connect Gateway App enclosed as **Annex 1**.

2. Right of use

- 2.1 Throughout the term of this agreement, Lorch shall make the current version of the Lorch Connect Gateway App available to you as a mobile application in the relevant app stores.
- 2.2 You shall be granted the right to use the Lorch Connect Gateway App as intended for the duration of the agreement. The features offered by the Lorch Connect Gateway App are specified in the description of the Lorch Connect Gateway App enclosed as **Annex 1**. Apart from that, all rights to the Lorch Connect Gateway App shall remain with Lorch. You shall not be entitled to make the Lorch Connect Gateway App available to third parties - neither for a fee nor free of charge.

- 2.3 The Lorch Connect Gateway App allows you to control your Lorch Connect Gateways via Bluetooth and connect them to the Internet. Provided you have an account on the Lorch Connect Portal, you will be able to use the Lorch Connect Gateway App to integrate your Lorch welding systems that are compatible with the portal into your account on the Lorch Connect Portal. For this purpose, you log into the Lorch Connect Gateway App using the information linked to your Lorch Connect Portal account and connect the Lorch Connect Gateway with the Lorch Connect Portal (by so-called pairing).
- 2.4 Lorch shall keep the Lorch Connect Gateway App and the central IT system on which the Lorch Connect Gateway App is running in an adequate condition that allows for the contractual use of the Lorch Connect Gateway App. Lorch shall be entitled without obligation to update and further develop the Lorch Connect Gateway App throughout the term of the contractual relationship. If changes are made to the Lorch Connect Gateway App, Lorch shall provide you with an updated documentation.

3. Availability and maintenance services

- 3.1 The Lorch Connect Gateway App shall be available at the node of the corresponding data processing centre.
- 3.2 Lorch shall take care to ensure the availability of the Lorch Connect Gateway App. You shall have the ability to report outages by sending an email to the email address specified in the SLA (**Annex 2**)
- 3.3 Lorch shall schedule regular maintenance work to optimise and increase the performance of the Lorch Connect Gateway App in an effort to boost its availability. You shall be notified in an email by Lorch at least one (1) business day in advance about any scheduled work (if this work may affect the availability of the Lorch Connect Gateway App). This shall include any cases of emergency.

- 3.4 The availability mentioned in item 3.2 shall not apply to periods during which the Lorch Connect Gateway App cannot be reached over the Internet due to technical or other problems that are beyond Lorch's control. An outage shall specifically not be deemed downtime (insufficient availability) if it is caused by any of the circumstances listed below:
- factors that are outside of Lorch's control (e.g. natural disasters, wars, terror attacks, uprisings, public policy measures, and network or equipment failures that occur outside of our data processing centres, e.g. at your location or between your location and the data processing centre operated by Lorch)
 - utilisation of services, hardware or software not supplied by Lorch including problems linked to insufficient bandwidth or software and/or services provided by third parties, e.g. outages of mobile phone networks or push services, disruptions in your network (LAN, firewall) or power outages at your locations
 - your use of a service after being instructed by Lorch to change your use of the service and your failure to change your use as instructed
 - your non-compliance with or violation of your obligation to cooperate or an unauthorised action or failure to perform a necessary action on your part or on the part of your employees, representatives, contractual partners or suppliers or other persons who gained access to the Lorch Connect Gateway App using your passwords or equipment or any other act of non-compliance with reasonable safety procedures,
 - fault reports submitted by you even though no fault has occurred.
- 3.5 Lorch shall expressly not guarantee the availability of the Lorch Connect Gateway App.
- 3.6 You shall grant Lorch the right to access your area of use for the purpose of maintaining and servicing the Lorch Connect Gateway App as well as for rectifying defects to the extent necessary. Lorch shall furthermore

be allowed to provide support services via remote maintenance or remote diagnostics. You shall ensure that the technical conditions specified as necessary for this purpose in the order confirmation are in place.

4. Compensation and maturity

The use of the Lorch Connect Gateway App shall be free of charge.

5. Term of contract, termination

5.1 This contract shall be tied to the term of the contract on the use of the Lorch Connect Portal. When the contract on the use of the Lorch Connect Portal elapses, the contract at hand shall elapse as well.

5.2 The option for termination without notice on important grounds shall remain in effect.

5.3 Notice of termination must be in text form to take effect. Compliance with this form shall be a precondition for the validity of the termination.

5.4 Lorch shall revoke your access rights to the Lorch Connect Gateway App following the termination of the contract.

6. Faults in the Lorch Connect Gateway App

6.1 You shall be required to report any faults in the Lorch Connect Gateway App to Lorch without delay. When doing so, you must observe all instructions given by Lorch and forward all information available and required for the elimination of the fault.

6.2 Lorch shall not guarantee the availability of the Lorch Connect Gateway App, i.e. the ability to retrieve information at the node of the data processing centre at which the Lorch Connect Gateway App is operated. The rules on availability are set out in item 3 of the agreement.

7. Rights of third parties

7.1 Lorch shall guarantee that no rights of third parties will arise if the Lorch Connect Gateway App is used in compliance with the agreement. In the

event of defects of title, Lorch shall thereby ensure a legally sound option for you to use either the Lorch Connect Gateway App or a software of equal quality.

- 7.2 The parties shall notify each other immediately of any rights claimed by third parties.

8. Your obligations

- 8.1 The option for you to use the Lorch Connect Gateway App to the full extent shall depend on whether your systems and hardware meet the requirements detailed in the description included in **Annex 1**. You shall be solely re-sponsible for the compliance with these requirements and for ensuring that your IT system is suited for using the Lorch Connect Gateway App.

- 8.2 You shall commit to securing the Lorch Connect Gateway App including the documentation against any unauthorised third-party access by taking appropriate measures and to refraining, in particular, from disclosing or making available to unauthorised third parties the access code provided by Lorch and the user login you generated yourself. Lorch shall be entitled to change the access information in justified cases, especially if having reason to assume that the access information and user passwords are being used by unauthorised third parties. Lorch shall notify you of these changes and provide you with a new access code in a timely manner.

9. Liability

- 9.1 Lorch shall be liable in any cases of intent and gross negligence.
- 9.2 Lorch shall exercise the diligence customary for their industry. The fact that creating software that is entirely free of technical errors is impossible must be taken into account in determining whether Lorch is at fault.
- 9.3 Liability pursuant to the Product Liability Act shall not be affected.

- 9.4 Lorch shall not be liable for any violations against statutory stipulations, especially those pertaining to data privacy, if you are responsible for ensuring compliance with these stipulations.
- 9.5 The above provisions shall also apply to the personal liability of employees, representatives and bodies of Lorch.
- 9.6 If Lorch is kept from rendering their services in a timely manner by acts of God, other unusual circumstances for which Lorch is not responsible (in-terruptions of operations, industrial action, Internet outages, administrative acts, etc.) or circumstances that fall into your sphere of influence (e.g. failures of your IT, service disruptions at service providers commissioned by you, etc.), Lorch shall have the right to extend the period of performance by the duration of such obstruction plus a reasonable run-up period. If the performance of their duty to perform becomes impossible or unreasonable to Lorch for the aforementioned reasons, Lorch shall have the right to terminate the agreement without notice. You shall not be entitled to any claims for damages on the grounds of such termination. Lorch haftet für Vorsatz und grobe Fahrlässigkeit.

10. Data protection

- 10.1 Lorch shall comply with all data privacy provisions and obligations and bind their employees to comply accordingly.
- 10.2 You shall be required to observe your own data privacy obligations. Lorch shall not be liable if you fail to do so.
- 10.3 Insofar as you entrust staff members with using Lorch Connect Gateway App, you shall be obliged in particular to forward to these staff members our Privacy Policy pertaining to the use of Lorch Connect and, if required, the corresponding declaration of consent regarding the transmission of personal information.

11. Final provisions

- 11.1 This agreement and its annexes finally and completely regulate the mutual obligations of the parties to the agreement. Subsidiary agreements have not been concluded.

- 11.2 Rights and obligations arising from or associated with this agreement must not be transferred to third parties without Lorch's prior written consent. Lorch shall not withhold their consent without good reason.
- 11.3 Applicable law is the law of the Federal Republic of Germany with exclusion of International Uniform Law, especially the United Nations Convention on Contracts for the International Sale of Goods. The exclusive, also international, place of jurisdiction for all disputes is our registered office Auenwald-Mittelbrüden, Germany; however, we are also entitled to file a suit against the customer at their general place of jurisdiction. Statutory provisions, in particular on exclusive jurisdictions, shall remain unaffected.
- 11.4 If individual provisions of this agreement are or become ineffective or un-enforceable, the effectiveness of the remaining provisions shall not be affected thereby. In this case, the parties shall already agree that the invalid provision will be replaced by an effective provision that best meets the legal and economic objective of the agreement. The same shall apply to the completion of contractual gaps

Auenwald, on June 29, 2020

Annex 1 – Specification of Services

Lorch Connect Portal

The Lorch Connect Portal makes it possible to view and analyse for various purposes the generated welding data that is transmitted by the Lorch Connect Gateway.

It allows for the documentation of all key production-relevant data linked to the welding process, making it possible to establish the productivity of all connected welding systems. It also provides for streamlined calculations as it uncovers the costs incurred per production order. This gained transparency also enables conclusions as to the quality of the welding process.

The use of the Lorch Connect Portal requires the Lorch Connect Gateway plus an account registration.

Lorch Connect Gateway

The Lorch Connect Gateway is a piece of hardware that is needed for the transmission of the welding data to a registered cloud account. The Lorch Connect Gateway is connected to the welding system and linked to the Internet.

The Lorch Connect Gateway is capable of receiving such production-relevant data as order number or part information.

Lorch Connect Gateway App

The Lorch Connect Gateway App is used to put the Lorch Connect Gateway into service. To connect the Lorch Connect Gateway with the Internet, the network settings must be configured with the help of the app.

The app can also be used to make subsequent adjustments to the network connections.

Another feature of the app is the ability to transfer production data such as order number or part information to the gateway. Finally, the app can be used to add to the weld seams such process information as the wire diameter.

System and hardware requirements

Using the analysis function offered by the Lorch Connect Portal requires that the following technical requirements be met:

- Purchase of a Lorch Connect Gateway
- A Lorch welding system that can be connected to the Lorch Connect Gateway
- The following standard browsers are supported for use with the portal: (Chrome, Mozilla, Firefox, Safari, Edge)
- WLAN (open or WPA2-encrypted or LAN)
- Port for MQTT / TLS 8883
- Port for feeding in the Lorch Connect Gateway: SSH via Port 80 (if requested)

Lorch Connect Gateway App for connecting the Lorch Connect Gateway to the Internet and adding the Lorch Connect account (available for iOS and Android)

Annex 2 – Service Level Agreement

The document describes the support provided for the Lorch Connect Gateway App

1. Support times Lorch Connect Gateway App

Support times	
Monday – Thursday Friday	8am – 5:30pm 8am – 4:00pm
<u>On holidays:</u> Monday – Thursday Friday	8am – 4:00pm 8am – 2:00pm

2. Availability of Lorch's support department

Lorch's support department can be reached at the phone number and email address listed below.

Contact support Lorch Connect Gateway App
Phone: +49 7191 503 - 555
Email: helpdesk@lorch.eu

Outside of the support times specified above, support requests can only be submitted by email.

3. Resolution of faults

After receiving a fault notification from a customer, Lorch shall begin with the analysis and rectification of the fault within a reasonable period and endeavor to correct the fault as quickly as possible.