

Terms of Use for the partner portal TUVbox of the TÜV Rheinland group companies (hereinafter referred to as "TUVbox")

1 Scope of application

1.1 The following Terms of Use of TÜV Rheinland Service GmbH (hereinafter also referred to as "TÜV") apply to the use of TUVbox agreed between TÜV and the Client, in addition to the main contract concluded between the Client and the respective TÜV Rheinland company (e.g. TÜV Rheinland Cert GmbH). The Terms of Use are displayed when the system is accessed for the first time and must be confirmed by the Client as read and accepted.

1.2 TUVbox is an online portal with password-protected access. It provides functions in the area of data and information exchange and thus supports the cooperation between the Client and the respective TÜV Rheinland company. It can be used to exchange documents and work on joint projects. The provision of the partner portal is a free service.

1.3 Conflicting or deviating terms and conditions of the Client shall not apply and are hereby excluded. The Client's general terms and conditions shall not become part of the contract even if TÜV does not expressly object to them, accepts the Client's payments without reservation or renders the services without reservation.

2. Definitions

The following terms used in these Terms of Use have the following meanings:

2.1 "Client" is the contractual partner of the respective TÜV Rheinland company named in the main contract.

2.2 "Authorized User(s)" is a natural person who is authorized to use TUVbox in accordance with the main contract between TÜV and the Client. Unless otherwise regulated in the main contract, Authorized Users are only those natural persons who are permanent employees or members of the governing body of the Client at the time of the conclusion of the contract and during the entire period of use.

2.3 "Affiliated Companies" of the Client are those companies, which are affiliated with the Client within the meaning of §§ 15 ff. Aktiengesetz (German Stock Corporation Act) at the time the contract is concluded.

3. Access to TUVbox

3.1 Access to TUVbox is granted by means of an e-mail invitation that the Authorized User of the Client receives from TÜV. This e-mail contains an encrypted link to activate the user account. For this reason, the Client is obligated to provide TÜV with a corresponding e-mail address of its Authorized Users for this purpose. In this context, the Client shall ensure that any personal data that may be passed on to TÜV is passed on with the appropriate consent or in any other lawful manner.

3.2 For the first initial access, the Authorized User must select their own password, which is to be determined according to the usual security parameters, and such password shall be registered within TUVbox. The Authorized User is obligated to ensure that the selected password has a level of protection that is adequate to the TUVbox required security measures, i.e. at least 8 characters, a combination of upper and lower case letters, special characters and numbers. No use of trivial passwords that are easy to guess, such as consecutive numbers, pet name, date of birth, or a combination of these, and consecutive passwords, such as password 1, password 2.

3.3 The Client and its Authorized Users are obliged to keep all access data and passwords secret and to prevent unauthorized use by third parties. The Client shall further ensure that the Authorized Users concerned also comply with this obligation.

3.4 The Client is obligated to restrict access to TUVbox to the circle of Authorized Users.

3.5 TÜV is entitled to block access to TUVbox if there are reasonable grounds to suspect that the functionality or security of TUVbox is impaired by the technologies used by the Client or the Authorized Users. This shall apply accordingly if the Client restricts TÜV's possibility to check the access authorization of the Client and/or users as well as the permissibility of the type and scope of use in order to prevent unauthorized use. TÜV shall inform the Client of the facts and an intended blocking prior to a blocking and shall give the Client the opportunity to remedy the situation within a reasonable period of time, provided that there is no imminent danger and in such case of imminent danger a blocking is carried out without prior information.

3.6 The Client is obliged to inform TÜV immediately if he becomes aware of any misuse of access data or passwords or the loss thereof. In this case, the assigned password must be changed immediately by the Client and/or its Authorized Users. In the event of abuse, TÜV is entitled to block access to TUVbox until the circumstances have been clarified and the abuse has been stopped. The Client is liable for any misuse for which it and its Authorized Users are responsible.

3.7 Misuse by its Authorized Users constitutes misuse for which the Client is responsible.

3.8 TÜV may refuse activation for TUVbox without stating reasons or block the user account for TUVbox at any time if there are doubts about the correctness of the user data or concrete indications that the Client or one of its Authorized Users is violating the Terms of Use or applicable law.

4. Duties of the Client

4.1 The Client is responsible for creating the technical prerequisites for access to TUVbox in its area and for maintaining them during the contract period. In particular, the Client must use state-of-the-art hardware, operating system software and state-of-the-art internet access with up-to-date browser software and allow its Authorized Users to use it.

4.2 In the event of further development of TUVbox, it is the responsibility of the Client to make the necessary adjustments to the IT infrastructure used by the Client after being informed by TÜV.

4.3 The Client is obliged to take the precautions required to secure its systems, in particular to use the current security settings of the browser and to use up-to-date protection mechanisms to defend against malware in order to prevent any impairment of TUVbox. Any use of TUVbox that may cause damage, shutdown, overloading or impairment of TUVbox is prohibited and must be avoided.

4.4 The Client guarantees that the use of TUVbox by it and its Authorized Users does not violate legal prohibitions, morality and/or rights of third parties (in particular trademarks, rights to names, copyrights, data protection rights, etc.).

4.5 The Client regularly backs up the data exchanged via TUVbox on the computer systems / storage media used by the Client using modern data backup methods. In particular, the Client shall ensure that all actions in relation to data uploaded to TUVbox are reproducible with reasonable effort. The Client shall document errors in the form of comprehensive descriptions of the error messages whenever possible, and shall record these in writing, including screenshots, printouts and other materials that could be helpful in describing the error. This documentation is provided to TÜV in writing, including a list of the date and time of the error message. These error reports help to reconstruct an error and enable faster troubleshooting.

4.6.1 By using TUVbox, Authorized Users gain access to confidential information of the Client and (other) Authorized Users, in particular documents, images, drawings, know-how, data, samples and/or project documents (hereinafter collectively referred to as "Confidential

Information"). Authorized users are granted this access option at the express request of the Client. TÜV is allowed to use this Confidential Information via TUVbox as well as to make it available for access purposes.

4.6.2 By using TUVbox, the Client and its Authorized Users also gain access to Confidential Information of the respective TÜV Rheinland company, especially information, documents, test plans, test reports, etc. The Client and the Authorized Users shall treat this Confidential Information as strictly confidential. They are not permitted to pass on this Confidential Information to third parties without the prior written consent of the respective TÜV Rheinland company. The Client and the Authorized Users undertake to use the Confidential Information of TÜV exclusively for the performance of the main contract and within the scope of these Terms of Use. The Client shall ensure that appropriate confidentiality agreements are in place with the Authorized Users.

4.7 The above obligation shall continue to apply even after the termination of the main contract and the use permitted here.

4.8 The Client agrees that all data (i.e. also contents and Confidential Information) will be backed-up in the computer center for the purpose of operational maintenance in the sense of computer operation.

5. Copyrights and rights of use of TÜV

5.1 The TUVbox web application (software) and any content (information and documents such as test plans, test reports, certificates, etc.) made available to the Client and its Authorized Users by TÜV and the respective TÜV Rheinland company (information and documents such as test plans, test reports, certificates, etc.) are protected by copyright in the same way as the database as a collective work. All rights in this regard are held by TÜV or the respective TÜV Rheinland company.

5.2 The Client as well as its Authorized Users shall receive a simple, non-exclusive, non-transferable, non-sub-licensable right of use for the TUVbox web application mentioned in clause 5.1, the contents as well as the database work as a collective work, limited to the duration of the term of the main contract, in accordance with the scope of content and functionality as defined in clauses 5.3 to 5.14.

5.3 The right of use entitles the Client to view the status and further details of data and content released for use.

5.4 Any further use of TUVbox, the database work as a collective work and the contents made available via TUVbox, in particular the reproduction, translation, processing, editing and any form of commercial use and disclosure to persons other than the circle of Authorized Users, even in part or in revised form, is prohibited without the prior written consent of TÜV and the respective TÜV Rheinland company.

5.5 Furthermore, it is prohibited to modify the web application (software) or parts of the web application (software), to create adaptations, to decompile, reverse engineer, disassemble, translate or otherwise attempt to determine the source code, unless permission has been granted by law.

5.6 It is also prohibited to change, adapt, translate, rent, lease, lend or manufacture the web application (software) or parts of the web application (software), as well as products derived from it.

5.7 Any duplication, use, distribution, modification or reproduction of the contents of the Software not expressly authorized is also prohibited. This includes in particular the source code, the documentation, the appearance, the structure and organization of the program files, the program name, logos and other forms of representation within TUVbox.

5.8 Written material belonging to the web application (software) is also protected by copyright and may not be used for purposes other than personal use without the prior written consent of TÜV.

5.9 The use of TUVbox is limited to the circle of Authorized Users.

5.10 An Authorized User can only be logged in to TUVbox at one time under their user ID and password.

5.11 TÜV is entitled to take technical measures to prevent use beyond the permissible scope, in particular to install appropriate access barriers. The Client may not use any devices, products or other means, which serve to circumvent or overcome TÜV's technical measures. In case of misuse, TÜV is entitled to block access to TUVbox with immediate effect. Further rights and claims of TÜV, in particular the right to extraordinary termination for good cause and claims for damages, are expressly reserved and remain unaffected.

5.12 The Client is responsible for informing the Authorized Users of the above provisions and is obliged to ensure compliance with them.

5.13 The Client is further obliged to provide information on the type and scope of use of TUVbox at the request of TÜV if there are objectively comprehensible indications of use in breach of the contract. Other rights and claims of TÜV in the event of use in breach of contract are expressly reserved and remain unaffected.

5.14 TÜV's uploading of information to TUVbox does not in any way imply the granting of any rights in respect of patents, registered designs, design patents, design applications, proprietary rights, copyrights, templates or other intellectual property rights.

6. Copyrights and rights of use of the Client

The Client grants TÜV and the respective TÜV Rheinland company a simple, non-exclusive, non-transferable, non-sub-licensable, time-unlimited, non-sub-licensable right to use the copyrighted content provided by the Client for the use of TUVbox.

7. Availability of TUVbox

7.1 A certain availability of TUVbox is neither guaranteed nor warranted. The platform is provided in its current form and version.

7.2 The Client is made aware that TUVbox is not available during system failures or during maintenance, installation or modification work scheduled by TÜV.

7.3 TÜV is not obliged to give prior notice of maintenance, installation or conversion work. Due to the international use of TUVbox, it is not possible to specify specific maintenance times requested by the Client (e.g. based on the Client's normal office hours).

7.4 Basically, TUVbox can be deactivated for maintenance at any time for important reasons.

8. Claims for defects

8.1 The statutory rights in respect of defects shall apply, unless otherwise provided for in these Terms of Use.

8.2 TÜV will make necessary efforts to keep TUVbox in a suitable condition.

8.3 In the event of a defect, TÜV shall rectify it within a reasonable period of time.

8.4 Notification of defects by the Client must be in text form.

8.5 TÜV always endeavors to keep TUVbox and its contents free of viruses. However, due to the technical conditions, TUVbox cannot guarantee or warrant that the software is free of

viruses. Each Client is therefore obligated – for its own protection, but also to prevent the introduction of viruses into TUVbox – to provide for appropriate security measures and the use of appropriate virus scanners or other technical protection measures.

8.6 In particular, TÜV does not warrant that TUVbox will meet the needs of the Client, will work with Client's programs, or that the software is suitable for the Client's purposes. In particular, TÜV does not assume any warranty for compatibility with other systems of the Client in the context of the use of TUVbox.

8.7 Apart from the claims mentioned in this clause 8, the Client is not entitled to any further claims and rights due to defects, with the exception of claims for damages and reimbursement of expenses. The liability for damages and reimbursement of expenses shall be governed by clause 9 of these Terms of Use.

9. Liability for damages

9.1 TÜV is not be liable for damages or reimbursement of expenses on whatever legal grounds - in particular due to defects, breach of duties arising from the contractual obligation and tort. This applies in particular, but not exclusively, to claims for damages due to lost sales or profits, financing costs and damages resulting from shutdown or loss of production.

9.2 This exclusion of liability according to clause 9.1 does not apply in the case of a) intent or gross negligence, b) liability for guaranteed quality characteristics, c) liability on the basis of the Product Liability Act and d) culpable injury to life, body or health. In addition, TÜV is also liable in accordance with legal provisions in the event of a breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the Client regularly relies and may rely.

9.3 The strict liability of TÜV for defects already existing at the time of conclusion of the contract in accordance with § 536a para. 1 half-sentence 1 BGB is excluded.

9.4 Insofar as TÜV is not liable for intent or gross negligence, for injury to life, body or health, for guaranteed characteristics of quality or under the Product Liability Act, TÜV's liability for breach of material contractual obligations is limited to the foreseeable damage typical for the contract.

9.5 Insofar as liability is excluded or limited under this clause 9, this shall also apply to the personal liability of TÜV's employees, representatives, organs and other staff as well as its vicarious agents and assistants.

9.6 The limitation period for claims for damages and reimbursement of expenses shall be governed by legal provisions.

9.7 No change in the burden of proof to the detriment of the Client shall be construed with the above provisions.

9.8 Unless otherwise contractually agreed in writing, TÜV shall only be liable under the contract to the Client and, if applicable, to a third party expressly named in writing in the contract for this purpose. Liability towards other third parties is excluded with the exception of liability in tort.

9.9 TÜV assumes no liability for the contents of external links, unless TÜV expressly adopts the contents of the external links as its own, the illegality of the contents was clearly recognizable by TÜV at the time of linking and TÜV has violated a reasonable inspection obligation in this regard.

9.10 TÜV is not responsible for the content of websites linked to TUVbox that are not operated by TÜV. This also applies to illegal, incorrect or incomplete content on these websites and in particular to damages resulting from the use or non-use of information on the linked websites.

9.11 The Client shall indemnify TÜV against all claims, actions, losses, damages, fines, penalties and expenses, including but not limited to legal costs, court costs and lawyers' fees, which are caused in particular by actions which are unlawful or contrary to the terms of the contract of the Client, by third parties commissioned by the Client, its Authorized Users, third parties commissioned by the Client or third parties whose actions the Client is responsible for, and shall hold TÜV harmless and, if necessary, compensate it in this respect.

10. Duration, commencement and termination of use

10.1 The right of use of the Client and its Authorized Users begins after receipt of the e-mail invitation and the initial activation of TUVbox for the Client. It ends when the purpose intended by the use is fulfilled, at the latest with the termination of the main contract (especially the certification contract) without the need for a separate termination.

10.2 Irrespective of clause 10.1, the user relationship can be terminated by either party at any time by simple declaration to the other party of termination, e.g. if the Client and its Authorized Users have not worked with TUVbox for a period of 60 days. In this case, the Client will be informed twice by e-mail before deactivation and deletion of the user account and will be advised of the termination.

10.3 The use of TUVbox can also be terminated at any time for good cause by either party. For the TÜV such an important reason include:

- in the event of the initiation or opening of insolvency proceedings on the assets of the Client, or
- if the Client or one of its Authorized Users commits a serious breach of the obligations of these Terms of Use. Any breach of the obligations arising from clauses 3, 4 and 5 of these Terms of Use shall be considered a serious breach in this regard;
- in the event of the continuation of a breach of contract by the other party which has been complained about in writing, whereby a continuation is already given after two written complaints or through the termination or discontinuation of the purpose of use for whatever reason.

10.4 Upon termination of use TÜV is entitled to immediately block the access of the Client and its Authorized Users to TUVbox.

11. Data protection

11.1 TÜV processes personal data for the purpose of fulfilling the contract of use. This includes personal data such as name, first name, e-mail address, user name and automatic status messages by e-mail.

11.2 In addition, TÜV also processes the data for other lawful purposes in accordance with the relevant legal basis (e.g. balancing of interests/consent). Personal data will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Legal retention periods, which result for example from the German Commercial Code (HGB) or the German Tax Code (AO), are taken into account. Data subjects may exercise the following data protection rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, data subjects have the right to revoke their consent at any time with effect to the

future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV as the responsible party or contract processor, please refer to the respective data protection information. <https://www.tuv.com/germany/de/data-protection-declaration-de/>

The Group Data Protection Officer of TÜV may be contacted by e-mail at datenschutz@de.tuv.com and by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne

11.3 The Client is aware that all personal user data of an Authorized User can be viewed by the respective client administrator of the Client with whom the Authorized User is employed, as well as by the employees responsible for the Client at TÜV. This data includes first name, last name, user name, registered email address as well as information on further settings (receipt of regular system-generated status messages by email, use of the user email address as system log) of all Authorized Users of this Client. TÜV implements all legally required measures to ensure the security of this data. The Client shall ensure that this circumstance is known to the Authorized Users named by him and that they agree to this.

11.4 The Client is aware that the internet is accessible worldwide and that, despite high security measures, misuse or access by unauthorized persons to data and content cannot be completely excluded due to technical developments and possibilities.

11.5 If the Client or the Authorized Users terminates the use of TUVbox, the personal user data will be deleted.

12. Changes, invalid regulations, applicable law, place of jurisdiction

12.1 Amendments and supplements to these Terms of Use must be made in text form to be effective.

12.2 There are no verbal collateral agreements.

12.3 If individual provisions of these terms of use are or become invalid, the validity of the remaining provisions shall not be affected.

12.4 German substantive law shall apply exclusively to legal disputes arising from or in connection with these Terms of Use.

12.5 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Cologne, Germany, insofar as the Client is a merchant, a legal entity under public law or a special fund under public law. However, TÜV is entitled to sue the Client at its general place of jurisdiction or at any other competent court. The above provisions shall not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Cologne shall be the place of jurisdiction if the Client moves its residence or usual place of abode abroad after conclusion of the contract or if its residence or usual place of abode is not known by TÜV at the time of the claims are asserted in court.

Status as of February 26, 2020