

User Agreement Putzmeister Connected Services

F6798-4

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Customer's company name	
Customer's address: street, house number, postcode, city, country	
name of contact person	Email address of contact person
phone number	fax number
VAT identification number of the Customer	Further information

Yes, our company orders the free 'Machine Cockpit' service package

The company named above (hereinafter: "Customer") herewith orders and bindingly books for itself and, if applicable, for its Affiliated Companies from Putzmeister Concrete Pumps GmbH, Max-Eyth-Str. 10, 72631 Aichtal, Deutschland (hereinafter: "Putzmeister") the "Connected Services" selected above for:

all Putzmeister machines in the Customer's fleet that are technically equipped for this purpose

<i>designations / machine type</i>	<i>PM Serial numbers / connect box Device IDs</i>

(or)

the following Putzmeister Machines, if they are technically equipped for this purpose

<i>designation / machine type(s)</i>	<i>PM Serial number(s) / connect box Device ID(s)</i>

The provision of Connected Services requires Putzmeister to use machine data. Part of the ordered "Putzmeister Machine Cockpit" service package is that Putzmeister, Putzmeister service branches and authorised contract workshops may contact the Customer by e-mail, telephone and fax for the purposes of maintenance and repair management and for further information in connection with the service package.

If Putzmeister and the Customer expressly agree to retrofit a machine so that the Connected Service can be used for the machine, the machine will be retrofitted with a communication module. Hardware and installation costs may be incurred for the retrofitting.

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At the time of conclusion of the contract, the Customer shall be assigned the Putzmeister service branch/contract workshop listed below. Putzmeister shall be entitled to assign the Customer to another Putzmeister service branch/contract workshop if the Customer so wishes or if assignment to another Putzmeister service branch/contract workshop is necessary (e.g. if the Putzmeister service branch/authorised contract workshop ceases trading) so that the Customer can benefit from the advantages of the service package ordered. The machine data of the aforementioned machine(s) transmitted to the Putzmeister cloud server is accessible to the respective Putzmeister service branch or authorised contract workshop for the purposes of maintenance and repair management.

(Name and Address of the Putzmeister service branch/authorised contract workshop)

The 'Terms of Use for Putzmeister Connected Services' apply. By signing this order form, the Customer places a binding order for the service package. If the Customer books the service package for the group of companies, they shall ensure that the Affiliated Companies comply with the terms of use. The order is subject to review and acceptance by Putzmeister.

Place, Date

customer's signature



Terms of Use Putzmeister Connected Services

New Putzmeister machines are equipped with a communication module that allows various status data of the machine to be permanently transferred to a Putzmeister Cloud Server via a mobile data connection. Most older Putzmeister machines can be retrofitted with this module. The Connected Services offered by Putzmeister can only be provided for machines equipped with a corresponding communication module. The communication module allows various machine status data to be continuously transmitted to a Putzmeister cloud server via a mobile data connection. Putzmeister can offer Connected Services to the Customer based on the machine data collected in this way.

The service package makes it possible to transmit relevant machine data to a Putzmeister service branch or authorised contract workshop designated by the Customer for the purpose of maintenance and repair management. If a maintenance or repair requirement arises, the designated service partner can evaluate all relevant machine data (e.g. fault messages, pressures or temperatures) and proactively contact the Customer to discuss the necessary maintenance or repair measures.

The Customer also has the possibility of logging on to a Putzmeister group online portal via the Internet in order to view, monitor and use all data transmitted by the machine. By collecting, analysing and visualizing the machine data within the scope of Connected Services, various added values can be offered to the Customer:

- Optimization of machine utilization through real-time information and evaluations.
- Avoidance of machine failures by early warning of critical machine conditions.
- Reduce downtime by making causes easily identifiable through remote access.
- Impede machine theft by GPS tracking.
- Identification of optimization potentials by evaluating the most important performance indicators of the machine.

1. Subject matter of the contract

The following terms of use apply to the "Putzmeister Connected Services" provided by Putzmeister Concrete Pumps GmbH, Max-Eyth-Str. 10, 72631 Aichtal, Germany (hereinafter: Putzmeister).

2. Compatible Putzmeister Machines

The use of the Putzmeister Connected Services is only possible for Putzmeister machines that are equipped with an appropriate communication module. In many cases, the communication module can be retrofitted in older Putzmeister machines. There is no entitlement to retrofitting of Putzmeister machines. It is solely at Putzmeister's discretion whether and to what extent retrofitting is offered.

3. Data transmission and connectivity

3.1 Data transfer from the communication module to the Putzmeister cloud server takes place via a SIM card installed in the communication module. The SIM card will be activated by Putzmeister upon conclusion of the contract for the provision of Connected Services. Deactivation of the SIM card is carried out by Putzmeister (if necessary). The Customer must

complete the registration process provided by Putzmeister in order to be able to use the Connected Services booked. There are no additional costs for mobile data transmission for the Customer.

3.2 The following machine data are currently being recorded and transferred to the Putzmeister Cloud Server via data transmission (the transmission of individual data packages may be subject to restrictions depending on the machine and the machine control system):

- Machine master data
- GPS position data
- Data on gearbox position
- Status of the machine (work, travel, standstill)
- Fuel consumption
- Fault indications
- Real-time monitoring of fluid levels and engine status
- Mileage
- Machine speed
- Support variant
- Operating hours
- Delivery volume
- Hydraulic pressures
- Hours of operation



- Arm and support leg positions
- Operating temperature of the machine
- Support option

Putzmeister will inform the Customer via a communication channel chosen by Putzmeister (e.g. by amending these Terms of Use; via the Putzmeister Group's online portal, etc.) if further/other types of data are to be transferred in future. Further information on the type, format and volume of machine data is available here: <https://www.putzmeister.com/web/european-union/connected-services>

- 3.3 The provision and use of the services of the Putzmeister Connected Service packages may be subject to restrictions and inaccuracies due to the current state of the art which are beyond Putzmeister's control. Putzmeister therefore accepts no liability for the correctness and completeness of the data that is transmitted and displayed in the Connected Service. In individual cases, the display of machine operating data at the machine may deviate from those displayed in the Putzmeister online portal. This concerns in particular the availability of the mobile data connection provided by mobile phone providers, the mobile phone network, position determination by a global navigation satellite system and Internet access. For example, the services are spatially limited to the reception and transmission range of the radio stations operated by the respective mobile phone provider. In individual cases, the unavailability of the mobile network can lead to the fact that individual services are not available, since the necessary data transfer cannot take place. Services may also be affected by atmospheric conditions and topographical conditions or by obstacles (e.g. bridges, tunnels, buildings). The same applies to position determination based on the global navigation satellite system. The use of the Internet can also be restricted by additional impairments (e.g. network overload). In addition, short-term capacity bottlenecks may result from peak loads on services, mobile and fixed networks and the Internet.
- 3.4 Due to technical and legal conditions, the transfer of machine data and the provision and use of the services of the Putzmeister Connected Services Packages is not possible in all countries of the world. The current availability by country can be inquired by sending a message to connectedservices@putzmeister.com.
- 3.5 Putzmeister Connected Services require a functional power supply at the machine through the machine battery. Intensive use of the services without interim charging of the machine's battery by a running engine or connection to a power supply can

lead to battery depletion. A longer idle time of the machine can cause the communication module in the machine to switch off and the mobile radio data connection of the machine to be interrupted until the machine is put into operation manually the next time

4. Connected Services Packages

4.1 Putzmeister Machine Cockpit

4.1.1 A customer account and online access will be set up for the Customer under the website address <https://cockpitclouds.putzmeister.com/mc>. The Customer must accept the terms of use of the Putzmeister Group's online portal; its contractual partner for the online portal is a Putzmeister Company. The machines covered by this contract and equipped with the communication module are linked to this customer account. "Putzmeister Company" refers to all legally independent companies that are directly or indirectly under the same management as Putzmeister, are majority-owned by Putzmeister in terms of capital or voting rights, or whose management is coordinated with Putzmeister. This includes, in particular, parent companies, subsidiaries and sister companies within the group of companies to which Putzmeister belongs.

4.1.2 The machine data transmitted by the Customer's machine(s) to the Putzmeister cloud server via the communication module will be transmitted to the Putzmeister service branch or Putzmeister authorised contract workshop to be named by the Customer or, alternatively, to the Putzmeister service branch or authorised contract workshop assigned by Putzmeister for the purpose of providing maintenance and repair services and spare parts. Putzmeister is entitled to assign a Putzmeister service branch or authorised contract workshop to the Customer if this is necessary to enable the Customer to use the advantages of the Connected Services (e.g. if the assigned Putzmeister service branch/contract workshop ceases business operations). However, Putzmeister and the service branch or authorised contract workshop assigned to the Customer are not obliged to inform the Customer of any maintenance or repair requirements.

4.1.3 The Customer can change the chosen Putzmeister service branch or authorised Putzmeister workshop at any time by notification to connectedservices@putzmeister.com.

4.1.4 The following additional services are currently available to the Customer (the availability of individual



services may be subject to restrictions depending on the machine and machine control):

- a. Real-time information: Display the location of the machine and the current machine data in real time.
- b. Data analysis: Information about flow rate, utilization, condition and consumption of the machine.
- c. Remote Service: Display of the current status of the machine (error messages or limit states) via remote access. Identify trends in operating conditions and avoid machine failures.
- d. Maintenance: Display of upcoming and completed maintenance and service work.
- e. Anti-theft function: GPS tracking impedes theft or unauthorized use of the machine.

4.2 Further services on the online portal

4.2.1 Additional services are available to customers via the Putzmeister Group's online portal. These are free of charge to the customer, unless expressly agreed otherwise.

4.2.2 The services are governed exclusively by the terms of use for the Putzmeister Group's online portal, and the contractual partner for these services is exclusively the Putzmeister company that provides the service in accordance with the terms of use for the online portal.

5 Duties of the Customer

5.1 The Customer assures that he is either the owner of the machine or that the owner of the machine has allowed him to use the machine and thus the Putzmeister Connected services. If the Customer has also booked Connected Services for the fleet of the Customer's group of companies, the Customer's obligations set out in these Terms of Use shall apply accordingly to the Customer's Affiliated Companies, and the Customer shall ensure that the Affiliated Companies comply with these obligations. The Customer has to prove that he has the corresponding rights. For the purposes of this provision, "Affiliated Companies" means all legally independent companies that are directly or indirectly under common management, are majority-owned or have a majority of voting rights, or whose management is coordinated. This includes, in particular, parent companies, subsidiaries and sister companies within the same group of companies.

5.2 The Customer assures that the profile data stored by him in the order and, as the case may be, on his user account of the Putzmeister online portal, namely name, address and other contact data are

correct. The Customer undertakes to inform Putzmeister immediately of any changes to this data. Should the data not be correct and thus communication with the Customer not be possible, Putzmeister reserves the right to block the Putzmeister Connected Services of the Customer.

5.3 The Customer is obliged to immediately arrange for the machine to be disconnected from the Putzmeister Connected Services of if he is no longer authorised to use this machine (e.g. due to sale) or if the machine is destroyed. To this end the Customer has to inform Putzmeister immediately by e-mail to connectedservices@putzmeister.com.

5.4 The Customer is obliged to keep all access data and passwords required for the use of the services carefully stored, to keep them secret from third parties and to prevent misuse.

5.5 The Customer is only entitled to use the Putzmeister Connected Services if he complies with all legal requirements and does not pursue any purposes that violate these Terms of Use or other applicable law. If within the scope of recording and using the machine data the Customer establishes a reference between the machine data and a natural person and thereby generates personal data, the customer alone is responsible for compliance with the data protection regulations. Insofar as such processing of personal data requires a justification, e.g. by obtaining the consent of the data subjects or by entering into agreements with works councils, this shall be the sole responsibility of the Customer.

5.6 In the event that the Customer should discover a use of the services that violates the Terms of Use or an undue influence on the mobile network provided for the services by unauthorised third parties, the Customer is obliged to inform Putzmeister of this immediately.

5.7 The software applications provided for the use of the Connected Services may not be changed, edited, de-compiled (not even by way of reverse engineering), stored or otherwise reproduced. Changes or manipulations of the communication module are at the user's own risk.

5.8 The Customer shall be liable to Putzmeister for damages arising from violation of the obligations arising from these Terms of Use in accordance with the statutory provisions. Insofar as Putzmeister is held liable by third parties in connection with a violation by the Customer of statutory regulations, rights of third parties or the Terms of Use, the responsible Customer releases Putzmeister from all claims, costs,



damages and losses (including the costs of appropriate legal prosecution).

5.9 The Customer is responsible for any local storage of data from the Putzmeister Connected Services.

5.10 If the Customer surrenders the use of a machine equipped with the communication module, for which a Putzmeister Connected Services contract exists, to a third party outside his company ("Third-Party User"), the Customer is obliged to inform the Third-Party User of the existence of the communication module and of the extent of the transmission and storage of the machine data and, if necessary, to obtain the Third-Party User's consent. The Customer is obliged to forward any data licence agreement provided by Putzmeister to the Third-Party User or to include a data licence agreement in the contract to be concluded with the respective Third-Party User. In the event of temporary transfer (e.g. rental or leasing) of a Putzmeister machine with an activated Connected Services package to Third-Party User, the Customer is obliged to inform the respective Third-Party User of these Terms of Use. The Customer shall be liable for the actions of the Third-Party User to whom the Putzmeister machine has been temporarily transferred in the same way as for its own actions. The Customer is the first point of contact for the Third-Party User if the latter asserts claims in relation to its user data. The Customer shall inform Putzmeister immediately if and which claims the Third-Party User asserts.

5.11 In the event of a permanent transfer (e.g. sale) of a Putzmeister machine with activated Putzmeister Connected Services to a third party, that is not an Affiliated Company of the customer for which the customer has also booked the Connected Services, this contract for the use of the Connected Services for the Putzmeister machine in question shall end. The Customer must inform Putzmeister as soon as the Putzmeister machine for which Putzmeister Connected Services have been booked has been transferred. Putzmeister may decide at its own discretion whether to conclude a contract with the purchaser for the use of Putzmeister Connected Services. A favourable review will be carried out and rejection must be based on objective grounds.

6. Fees

6.1 The use of the booked Putzmeister Connected Services is free of charge, unless expressly agreed otherwise.

6.1.1 If the machine needs to be retrofitted with a communication module, additional hardware and installation costs may apply.

6.1.2 Putzmeister is entitled to assign payment claims arising from this agreement against the Customer to third parties, such as the local Putzmeister group company based in the Customer's country or to the service branch/contract workshop designated by the Customer (also in advance).

7. Term / Termination / Deactivation

7.1 Unless otherwise specified in the order form, the contract for the use of Connected Services is concluded for an indefinite period.

7.2 The Customer's binding order via the order form requires acceptance by Putzmeister. Unless otherwise stated in the order form, the term of the contract shall commence with the delivery of the machine(s) to the Customer and activation of the communication module. If the communication module is retrofitted to an already delivered machine, the term of the contract starts with the installation but at the latest with the activation of the communication module.

7.3 The termination of a service package is subject to the following conditions:

7.3.1 Unless a minimum contract term has been agreed, a service package may be terminated by either party at the end of a calendar month with four (4) weeks' notice. If a minimum contract term has been agreed, termination without good cause is only possible at the end of the minimum contract term at the earliest. The right to extraordinary termination for good cause remains unaffected.

7.3.2 Any notice of termination must be given in text form (e-mail is sufficient).

7.3.3 The right of the customer to object in text form (e-mail is sufficient) to the processing of his data for the purpose of customer information at any time remains unaffected by the above terms.

7.4 The Customer has the right to request Putzmeister to deactivate the SIM card installed in the communication module at any time for itself and/or Affiliated Companies for which it acts.

7.5 If a machine is permanently transferred to a third party (e.g. sale), the contract for the use of the Connected Services for the machine in question shall automatically terminate. Any further use of the Connected Services by the seller is prohibited (with the exception of access to archived or historical data, if applicable). A transfer to an affiliated company of the Customer shall not be deemed a transfer to a third party within the meaning of this Section 7.5 if the Customer is entitled to bind the Affiliated Company to the Terms of Use.



8. Warranty and liability

- 8.1 Remote retrieval of machine data does not release the Customer from the obligation to ensure and be responsible for the roadworthiness and operational fitness of the machine. If a maintenance or repair requirement is displayed on the machine without this also being displayed in the Putzmeister online portal or without the service partner assigned to the Customer informing the Customer of the maintenance or repair requirement, the Customer must take care of the maintenance or repair independently. Putzmeister assumes no liability in the event of missed necessary maintenance and repair measures.
- 8.2 The display on the machine itself has priority over all information that the Customer can retrieve via the Putzmeister online portal or that is transmitted to the Customer by the Putzmeister service partner.
- 8.3 If Putzmeister is liable under applicable law for damage caused by slight negligence, Putzmeister's liability is limited as follows: Liability exists only if material immanent obligations arising from the use of the services of the Putzmeister Connected Services have been violated, in particular those which are imposed upon Putzmeister in accordance with the spirit and purpose of these Terms of Use or whose performance is a prerequisite for the due and proper performance of the contract, where the Customer regularly relies and ought to be able to rely upon Putzmeister complying with such obligations. This liability is limited to typical damage foreseeable at the time of the entry into force of the contract.
- 8.4 Regardless of any fault on the part of Putzmeister, any liability of Putzmeister from the assumption of a guarantee or a procurement risk or according to the Product Liability Act (ProdHaftG) or comparable national product liability laws remains unaffected.
- 8.5 Personal liability on the part of the legal representatives, vicarious agents and employees of Putzmeister is excluded in cases of damage resulting from their slight negligence. With the exception of legal representatives and officers of Putzmeister, such limitation shall also apply to cases of damage resulting from gross negligence on behalf of Putzmeister's vicarious agents and employees.
- 8.6 The limitations of liability set forth in this section do not apply in the event of death or personal injury.

9. Data protection and use of machine data

- 9.1 Putzmeister processes personal data exclusively within the framework of legal regulations. Personal

data will not be passed on to third parties unless the Customer consents to such transfer or if there is a legal obligation to do so. If employees are involved in the processing of personal data, they are also obliged to handle such data in accordance with data protection regulations.

- 9.2 Putzmeister and the service branch or authorised contract workshop assigned to the Customer and the Customer's retailer are authorised to access and to enter data on maintenance and repair work carried out and on replaced parts in the Customer's machine profile on the Putzmeister Cloud Server.
- 9.3 Putzmeister may without limitations use, process, transfer and sublicense the machine data while respecting the Customer's legitimate confidentiality interests. In particular, the machine data may be made available to other Putzmeister Companies, companies in the distribution chain (e.g. retailers) and companies of the SANY Group. The right of use is irrevocable for machine data collected until the SIM card is deactivated in accordance with Section 7.4 and shall also apply beyond the termination of the usage agreement and/or the discontinuation of use and/or deactivation of data transmission via a Connect Box, with the proviso that the machine data generated and/or recorded up to that point may continue to be used.
- 9.4 Putzmeister Companies, the service branch or authorised contract workshop designated for the customer, and the Customer's dealer may access and use the machine data especially for the following purposes:
- Provision of analysis services for the Customer
 - Provision of smart services for the Customer
 - Creation of needs-based offers for maintenance and repair services as well as for spare parts from the Putzmeister Group, whereby the Putzmeister Group is not obliged to inform the Customer of maintenance or repair requirements without a separate agreement
 - Reviewing warranty claims
 - Compiling anonymous statistics and anonymous benchmarking
 - Product development (optimisation, further development and new development of products and services) and scientific purposes.

10. Final clauses

- 10.1 These Terms of Use replace and supersede all previous versions of the Terms of Use for Putzmeister Connected Services. Previous versions shall cease to be valid upon the entry into force of this version.

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- 10.2 Putzmeister reserves the right to make changes and amendments to these Terms of Use insofar as they are to the advantage of the Customer. Such changes and additions to the Terms of Use result exclusively from the functional expansion of the services and from the addition of new services. New services only become effective for the Customer when he activates them in his user account.
- 10.3 In addition, Putzmeister is entitled to make changes for valid reasons, in particular if new technical developments, changes in case law or other equivalent reasons make this necessary. If the contractual balance between the parties is significantly disturbed by the amendment, the amendment shall be omitted.
- 10.4 Other changes and amendments to the Terms of Use shall be notified to the Customer in text form (e-mail is sufficient) at least two months prior to the effective date of the change or amendment (calculated from the date of receipt of the notification by the Customer). They are deemed approved if the Customer does not object within this period of two months from receipt of the notification. Putzmeister will separately point out this legal consequence to the Customer in the notification.
- 10.5 Putzmeister can transfer all rights and obligations from the contract to a third party or to the local Putzmeister Group company located in the Customer's country ("contract transfer"). Putzmeister will notify the Customer of the contract transfer in text form (e-mail is sufficient) in advance with a period of two months. In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the contract transfer.
- 10.6 The place of performance and exclusive place of jurisdiction for all current and future claims arising from or in connection with these Terms of Use is Stuttgart, Germany. The law of Germany excluding of the conflict of laws rules of private international law shall apply.
- 10.7 Should one or more of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected.