

GENERAL TERMS AND CONDITIONS OF USE OF ELEVATORSENSE APPLICATION

I. General

1. Wittur GmbH (hereinafter "WITTUR", "We") is offering users ("User"), either itself or through Affiliates as further defined hereinafter, a solution consisting of hardware collecting data from passenger and freight elevators in buildings or components thereof (the "ElevatorSense Box"), and the ElevatorSense mobile and web application (hereinafter "Mobile App", "Web App" and collectively "App"). (both the ElevatorSense Box and the App hereinafter "ElevatorSense Solution").

2. The provision of the ElevatorSense Box will be governed by a separate contract between User and WITTUR ("Box Contract").

3. The App may also be offered by Affiliates of WITTUR, with WITTUR remaining the sole contracting party of User (as defined hereinafter) in such scenario with respect to the provision of the App. "Affiliate" means all companies that are majority owned or involve majority shareholding or equity interests in relation to each other, dependent and controlling companies, companies under the uniform management of a single controlling company, and companies that hold shares or equity interests in each other.

4. WITTUR provides the App exclusively to entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who or which, when entering a legal transaction, acts in the exercise of its trade, business or profession. Consumers may not use the App.

5. The following terms entirely govern the legal relationship between WITTUR and the User with respect to the App ("Terms of Use") and cover inter alia access and usage of the App, subject to additional or divergent terms as specified in Appendix 1. The Terms of Use become binding upon completion of the registration by User and a service agreement is concluded with WITTUR at such point in time ("Agreement"). The Terms of Use are stored by WITTUR and are accessible to the User at any time within the App.

6. As an entrepreneur, the User has no right of withdrawal.

II. Scope

1. The App is a mobile and web application that allows for services as described in the Box Contract ("Services"). The App also provides information, visualizations, notifications, instructions and evaluations on which appropriate measures should be taken ("Recommendations"). A hyperlink to WITTUR's web shop for components of the ElevatorSense Solution is provided to the User alongside the Recommendations in the App.

2. The use of the App is subject exclusively to these Terms of Use as well as the information provided within the App. Deviating or conflicting terms and conditions do not form part of an agreement with WITTUR, unless WITTUR has expressly agreed to them in writing. Notwithstanding the preceding sentence, the User is aware that in addition to these

Terms of Use, it may be required to comply with further terms of use of the respective app store operator (e.g. Google in case of the Google Play Store or Apple in case of the Apple App Store) if the User makes use of the Mobile App downloaded from the respective app store and that WITTUR has no influence on such further terms of use and consequently assumes no responsibility whatsoever therefore.

3. Downloading the Mobile App requires suitable terminal devices and Internet access, through which costs for the connection to the Google Play Store / Apple App Store may be incurred.

4. The Parties acknowledge and agree that the Services to be provided in the local jurisdictions specified in Appendix 1 require additional or divergent terms or requirements to be added to or in place of those set out in these Terms of Use. Thus, the contractual relationship between the Parties is subject to additional or divergent terms as specified in Appendix 1, if applicable (hereinafter: "Local Jurisdiction Terms"). In case of conflict between these Terms of Use and the Local Jurisdiction Terms, the Local Jurisdiction Terms shall prevail.

III. . Remuneration

1. The use of the basis functionality of the App is free of charge. However, User is aware that the App is only usable together with the ElevatorSense Box for which different models for purchase or rent exist, that are subject to the Box Contract.

2. Additional charges may incur for special functions available within the App which Users may purchase ("Features"). The Features available to User may differ

between the country in which the App is used.

IV. Provision of the App; Maintenance

1. WITTUR shall provide reasonable access to and use of the App. For this purpose, WITTUR shall make the App accessible to registered, permanent and/or freelance employees of the User ("Authorized Personnel").

2. It is at WITTUR's sole and absolute discretion to restrict access to the App in whole or in part, temporarily or permanently due to maintenance work, capacity concerns and other events beyond its control. WITTUR will typically maintain the App outside of the normal business hours, unless an immediate event requires, in WITTUR's sole and absolute discretion, maintenance during normal business hours. Any part of the App may change without notice at any time in WITTUR's sole and absolute discretion.

3. WITTUR provides access to the Web App in a hosted environment, which allows the User to use the App over the internet without having him to install and operate the software on its own IT-Infrastructure.

4. WITTUR shall use reasonable endeavors to maintain the availability of the Web App for the use by the User at the gateway between the public internet and the network of WITTUR's hosting servers. The Web App is available if it is usable at the gateway between the public internet and the network of WITTUR's hosting servers.

5. WITTUR provides updates of the App in accordance with the recognized state of the art without additional remuneration ("Updates"). Updates within

the meaning of these Terms of Use are characterized by error corrections or minor other improvements without significant new functionalities. Updates do not include the delivery or provision of additionally offered new functionalities or additional components.

6. The User must install Updates for the Mobile App (i.e. client side) once available. Updates allow the Mobile App to receive up to date information and ensure its proper operation. Otherwise, WITTUR cannot assure that the Mobile App will function properly, or that the information provided is up to date. Should the User not install Updates but continue to use the outdated version of the Mobile App nonetheless, the User thereby waives any claims regarding defects and claims for payment of damages to which the User may be entitled.

V. User Account

1. Access to the App may only be granted to the User and its Authorized Personnel after registering and creating a user account within the App ("User Account").

2. The User must name its Authorized Personnel to WITTUR.

3. The User is solely and exclusively responsible for managing its Authorized Personnel, e.g. assigning roles and rights within the App. In particular, User shall cease access to the App once the respective persons are no longer working for the User.

4. The User is obliged to keep its access data to its User Account secret and to protect it from access by third parties. Should the User become aware of the loss

or misuse of its access data or the suspicion of misuse of its user account, the User must notify WITTUR immediately and change the password using the functionality provided on the App. A disclosure of the login data to third parties is prohibited. The User may not use the login data of any other person to access the App. The User is solely and exclusively responsible for the activities of anyone accessing the App using the User's login data, including any Authorized Personnel, even if the activities were not, in fact, authorized by User.

VI. User Obligations

1. The User is solely and exclusively responsible for any content User uploads, publishes or otherwise makes publicly available through the App. By using an account on the App, User represents and warrants to WITTUR that the information it provides to WITTUR ("User Content") is true, accurate and complete. Further, User guarantees to uphold User Content as true, accurate and complete. WITTUR does not monitor the User Content for completeness, accuracy, legality, availability, quality or suitability for any purpose.

2. The Services may only be conducted while the ElevatorSense Box is connected to the internet. The User recognizes that it is in its sole and exclusive responsibility to facilitate the ElevatorSense Box technically. The User hereby waives any rights and thereof resulting claims to which the User may be entitled due to dysconnectivity of the ElevatorSense Box.

3. In order to perform the Services, the User is obliged to strictly follow installation and operation instructions provided in the App.

4. If WITTUR provides downloadable updates and/or upgrades for the ElevatorSense Box, the User is obligated to install these in order to ensure proper interaction between the App and the ElevatorSense Box. Otherwise, WITTUR cannot assure that the Services may be conducted properly. Should the User not install an update and/or upgrades that are provided but continue to use the outdated version of the ElevatorSense Box nonetheless, the User thereby waives any claims regarding defects and claims for payment of damages to which the User may be entitled.

5. The User is prohibited from any activities on or in connection with the App that violate applicable law or infringe the rights of third parties.

6. Furthermore, the User is also prohibited from performing the following activities irrespective of any violation of the law:

- the distribution of viruses, trojans and other harmful files;
- sending junk or spam mails and chain letters;
- the dissemination of offensive, sexually oriented, obscene or defamatory content or communication as well as such content or communication which is/are suitable to promote or support racism, fanaticism, hatred, physical violence or illegal acts (either explicitly or implicitly in each case);

- the request of other users to disclose passwords or personal data for commercial or illegal purposes;
- the dissemination and/or public reproduction of content available on the App.

7. WITTUR reserves the right to suspend the User from using the App at any time, if these Terms of Use, applicable law or the rights of third parties are violated or WITTUR has reasonable grounds for believing they may be violated.

VII. Intellectual Property Rights

1. WITTUR grants to the User a revocable, non-exclusive, non-transferable, non-sublicensable, limited in time for the term of the Agreement, right to use the App in accordance with these Terms of Use ("License"). The owner of the intellectual property rights in the App is WITTUR, or its business partners or other third parties who have made the respective content and intellectual property rights under license available to WITTUR. The App and the content made available on the App may therefore not be changed, extended, edited, copied and/or otherwise distributed by the User.

2. Recommendations generated by the App may be used by User for supporting own services towards User's customers. WITTUR will not assume any responsibility or liability with respect to these services and any actions by User or its customer that are derived therefrom.

3. Unless otherwise provided for in these Terms of Use, the User agrees not to reproduce, distribute, modify or create derivative works of the App or any other components thereof and not to reverse

engineer or decompile the App except as the same may be authorized under mandatory law.

4. The User acknowledges and agrees that WITTUR is allowed to use the data that is processed through the App in anonymized form (within the meaning of applicable data protection laws) for any business purposes of WITTUR and, in particular, to reproduce and to grant third party access to such data. WITTUR shall not de-anonymize the data and is obliged to take all appropriate measures to prevent any de-anonymization of the data. If third party access to the data is granted, WITTUR shall oblige the third party to not de-anonymize the data and to take all appropriate measures to prevent any de-anonymization of the data. To the extent required, User shall grant WITTUR an irrevocable, worldwide, non-exclusive, royalty-free, sublicensable license to use such data. The business purposes shall include but not be limited to the development, manufacturing, enhancement, and/or marketing of products and services.

VIII. Term and Termination

1. The Agreement has an unlimited term and User shall be entitled to terminate the Agreement at any time for convenience. User acknowledged and is aware (i) that the functionality of the App will be limited or suspended upon such point in time where the subscription term and/or usage rights for the ElevatorSense Box under the Box Contract end and (ii) that User's termination for convenience of the Agreement will not impact its

obligations that may still arise from the Box Contract.

2. Unless otherwise agreed with the User, licenses for Features purchased by the User are valid until the end of the respective term for such Feature. If the User does not terminate the license for a Feature three (3) months before the end of the term, the term shall be automatically extended for twelve (12) months and User shall be obliged to pay additional charges as agreed for the term. The right to terminate a license for a Feature with immediate effect for good cause remains unaffected. Section VIII.1 shall apply mutatis mutandis to Features.

3. Upon termination of the Agreement, the User shall (i) immediately cease use of the App and acknowledges that WITTUR may block User's access to it and its Authorized Personnel and (ii) immediately, but no later than in 5 (five) days, delete and destroy any downloaded content and printed materials. User has no right, title or interest (and no copyright, trademark or other intellectual property right) in or to the App or any content, information, materials, applications or other functionalities related thereto.

IX. Rights in Case of Defects

1. The App shall be provided and maintained in a condition suitable for contractual use. The obligation to maintain does not include the adaptation of the functionalities of the App itself to changed operating conditions and technical and functional developments that are not related to the ElevatorSense Box, the adaptation to the scope of functions of

competing products or the creation of compatibility with new browser versions.

2. WITTUR warrants that the App is free of third-party rights, in particular intellectual property rights, that restrict or preclude its use in accordance with these Terms of Use. In case of any allegation that the use of the App, as authorized under these Terms of Use, violates or infringes the patent, copyright, trademark or other intellectual property rights of any third party ("Violation")

- WITTUR has the right to either modify the App so that the Violation no longer applies or to obtain authorization for the App to be used in accordance with the Terms of Use, without limitation and without additional costs to the User;

- the User agrees to provide WITTUR with prompt notice in text form (i.e., including e-mail) and all information in connection with the Violation; and

- the User shall cooperate with and provide assistance to WITTUR in ceasing the Violation, as can reasonably be expected from it.

3. The right to claim damages is subject to the limitations of liability pursuant to the following Section X.

X. Limitation of Liability

1. WITTUR is liable without limitation for damages caused by willful intent or gross negligence of WITTUR or its vicarious agent, for damages caused by injury to life, body or health as well as within the scope of applicable product liability laws.

2. For damages and expenses caused by simple negligence, WITTUR shall only be liable for typically foreseeable damages if these damages and expenses

were caused by WITTUR violating essential contractual obligations. Contractual obligations are essential if their fulfilment is required to achieve the purpose of the Agreement and the User may therefore rely on their fulfilment.

3. In all other respects WITTUR shall not be liable.

4. For the avoidance of doubt, WITTUR shall in no event be liable for a damage or loss if and to the extent such damage or loss arises from the User's failure to comply to recommendations or notices provided by or contained in the App.

XI. Limitations of Liability for Provided Content

1. There shall be no liability for any information provided in the Services and any Recommendations provided in the App ("Provided Content") by WITTUR. As resulting from Section VII.2, WITTUR shall not be liable with respect to the use of the Provided Content for or by User's own customers.

2. When providing information in the Services, the information may not be accurate as the data generated by the ElevatorSense Box is subject to external conditions.

3. When providing Recommendations the App provides certain probabilities for a particular outcome and recommends actions accordingly. However, the App does not make any conclusive assessment. Making a due assessment, including buying ElevatorSense products in WITTUR's web shop as replacements, remains User's sole and exclusive responsibility.

4. The User shall bear in mind the following limitations which apply to the Provided Content generated by this App:

- The Provided Content is generated using highly complex algorithms. However, it is obviously not possible for an algorithm to model every single feature of an individual event. The App therefore provides a continually improved approximation for customized decision-making support.

- New and updated data, which form the basis of the Provided Content, are constantly fed into the algorithm. WITTUR compiles this data to the best of its knowledge with professional due diligence. However, no guarantee can be made as to whether the data is correct, complete, and up to date. Errors in a data record could lead to unreliable Provided Content.

XII. Data Protection

1. Since data protection is a high priority at WITTUR, WITTUR complies stringently with applicable data protection laws, when processing (e.g. collecting, using, disclosing etc.) personal data. If and to the extent not informing otherwise about the specific processing of personal data by WITTUR, information about such processing is included within the applicable privacy policy which is accessible in the App.

2. The User shall comply with the applicable data protection laws when providing personal data to WITTUR, e.g. through the App.

XIII. Changes / Transfer of Agreement

1. WITTUR is entitled to amend these Terms of Use at any time. The User will be notified of such changes at least sixty (60) calendar days prior to the planned implementation of the changes. If the User does not object within thirty (30) calendar days from receipt of the notification and continues the use of the App after expiry of the objection period, the changes shall be deemed to be validly agreed from the expiry of the objection period. In such notification, the User will be informed of its right of objection and its consequences.

2. WITTUR reserves the right to transfer this Agreement with the User to another company. Users will be informed about such a transfer and may rescind from the Agreement within ten (10) calendar days after having received the information on the transfer.

XIV. Miscellaneous

1. Should one or more provisions of these Terms of Use be invalid or unenforceable due to violation of applicable law or other reason, the rest of the Terms of Use shall remain valid. The invalid or unenforceable provision shall be replaced by a valid, enforceable provision, which most approximately represents the mutual understanding of the parties.

2. The law governing validity, interpretation and implementation of these Terms of Use is German law with the exclusion of its rules on the conflict of laws and the courts competent to have jurisdiction over any dispute arising out of, or relating to these Terms of Use, are the courts of Munich.

XV. International Users

This App is operated, monitored and updated by WITTUR GmbH. It is only intended for use in the countries listed in Appendix 1. Should the User access this App and/or download content from outside of these countries, the User is solely and exclusively responsible for ensuring that such use is compliant with the relevant local legislation.

Appendix 1: DISTRIBUTION COUNTRY AND LOCAL JURISDICTION TERMS

Distribution country Additional or Divergent Terms

India Section V. (User Account) is supplemented as follows:

The User consents to WITTUR or its Affiliates collecting its password for the purpose of enabling access to, and use of, the App. The password may be processed by Wittur or its Affiliates in accordance with the Privacy Policy.

Section X.2. (Limitation of Liability) is amended as follows:

For damages and expenses caused by WITTUR's material breach, WITTUR shall only be liable for damages which naturally arise in usual course from such breach, or which the User knew, when they agreed to the Terms of Use, to be likely to result from the breach of it and shall (i) not include any damages arising from any remote and indirect loss or damage sustained by reason of the material breach and (ii) be limited to the consideration received from the User for the ElevatorSense Solution, which the User and WITTUR agree is a fair, reasonable and genuine pre-estimate for

any damages arising by reason of any material breach.

United Kingdom (English law) Section X.2. (Limitation of Liability) is amended as follows:

WITTUR shall only be liable for typically foreseeable damages and expenses if these damages and expenses were caused by WITTUR's material breach, which WITTUR has not remedied within thirty (30) days from receipt of notice of the breach from Customer. Subject to the foregoing, WITTUR excludes all other liability (whether direct or indirect, and regardless of the cause) under these Terms of Use.