SCHAEFFLER

General Terms and Conditions for Schaeffler Digital Services,
Version 02 dated March 15th, 2022

General Terms and Conditions for Schaeffler Digital Services

Schaeffler's Digital Services in the form of digital condition monitoring, analysis and predictive services as well as remote control of hardware (hereinafter referred to as "Service" or "Services") towards companies, legal persons under public law with a VAT identification number as well as towards public law special funds acting in their capacity as entrepreneurs for VAT purposes (hereinafter jointly referred to as "Customer") shall be provided by Schaeffler exclusively on the basis of the following terms and conditions (hereinafter referred to as "GTC").

1   Contract Conclusion

1.1   The Contract for a Service based on these GTC (hereinafter referred to as "Service Contract") as well as any amendments, supplementary agreements or other agreements shall enter into force when

1.1.1   the customer has - following an offer by Schaeffler - confirmed on a Schaeffler website made available in connection with a Service offered, that it has read and accepted the GTC and Schaeffler has accepted afterwards an order by the Customer for a Service by means of an order confirmation; or

1.1.2   a contract containing these GTC as an annex (hereinafter referred to as "Agreement") has been concluded in writing by signature of Schaeffler and by the Customer as Contracting Parties and Schaeffler has accepted an order of the Customer for a Service by order confirmation on the basis of the Agreement.

1.2   Depending on the Services and the product solution offered by Schaeffler, the Customer is permitted to (i) use the Services for its own internal use or (ii) use the Services as an independent service provider ("Service Partner") for the analysis of data of its own customers (hereinafter referred to as "End Customer"). As a Service Partner, the Customer may thereby pass on and provide the results of the Services provided by Schaeffler to End Customers as its own contractual obligation on the basis of a contract concluded between the Customer and the End Customer, unless otherwise stipulated in the description of the respective Services.

1.3   Schaeffler shall not accept any conflicting general terms and conditions of the Customer. Such terms and conditions are hereby expressly rejected. They shall not become part of the Service Contract either by acceptance of an order or by any other circumstances which might imply agreement.

1.4   If the Services are provided together with hardware products supplied by Schaeffler, the sale and delivery of the hardware shall, unless otherwise agreed in writing between Schaeffler and the Customer, be made exclusively on the basis of the Schaeffler's General Conditions of Sales and Delivery, (i) which are made available and can be accessed on the Schaeffler website or (ii) to which reference is made in offers and order confirmations of Schaeffler. The provisions of these GTC relating to the use and application of the hardware and its components shall always apply, irrespective of whether the hardware is ordered by the Customer before, without, simultaneously with or after the conclusion of a Service Contract.

2 Content Digital Services

2.1 The scope and content of the Services shall be governed exclusively by the scope and content as set forth in the signed Agreement or as confirmed by Schaeffler in an offer or order confirmation, both with reference to a service description provided to the Customer, if applicable.

2.2 Schaeffler may change, update or extend the content of a Service at any time at its own discretion if this is necessary for security or technical reasons (e.g. for the correction of errors), as well as due to functional extensions of the Service. In the event of functional updates that require a technical adjustment on the part of the Customer for the continued use of the Service, the Customer shall be informed of the change by e-mail at least 60 days before the change takes effect. Schaeffler points out that for technical reasons it is not possible to offer customer-specific older versions of the Service.

3 Obligations of Customer

3.1 The Customer shall cooperate at its own expense in the provision of the Services to the extent necessary, in particular by providing technical support and/or adjustments to the extent necessary, by performing the activities within its area of responsibility according to the product/service description (e.g. self-installation, designation of administrator) and by cooperating to the necessary and reasonable extent in troubleshooting in the event of failures or errors of the Service (e.g. by providing information).

Depending on the monitored product and the selected Service, the Customer shall provide the data required by Schaeffler for the provision of the Services completely and in good time, e.g. (i) the meta data specified by Schaeffler in the respective service description of the Service (e.g. machine type or speed) as well as (ii) the measurement data recorded via sensors or other devices with a measurement function, such as data from vibration measurements (meta data and measurement data hereinafter collectively referred to as "Data").

Schaeffler shall not be obligated to provide any Service without the provision of correct and the minimum volumes of Data required by Schaeffler for the provision of the Services and/or in the event of non-fulfillment of the cooperation obligations by the Customer.

3.2 The Customer must not:

3.2.1 Violate applicable law, infringe the rights of third parties or the rights of Schaeffler by using the Services or by its other conduct;

3.2.2 Provide Schaeffler with information that contains material protected by intellectual property rights, including copyrights or trademarks, or by non-disclosure agreements, unless the Customer is entitled to do so;

3.2.3 Resell the Services to third parties on behalf of Schaeffler; it is clarified that the Customer may not act as Schaeffler's representative in connection with its own business relationship with End Customers and may not conclude any contracts on behalf of Schaeffler;

3.2.4 Pass on or license the results of the Services to third parties, unless (i) the third party is a customer of the Customer (End Customer) and the Customer acts as a Service Partner in this business relationship, or (ii) Schaeffler has expressly agreed to this in writing in advance;

3.2.5 Transmit viruses, trojans, worms, malware, ransomware or similar harmful codes, software or programs that may damage the IT infrastructure, hardware or the property of Schaeffler or affiliated companies or third parties;

3.2.6 Without permission steal or otherwise collect information about Schaeffler, Schaeffler affiliates or other customers using Services.

3.3 Only Schaeffler shall be entitled to use SIM cards pre-installed in the hardware for the provision of the Services to the Customer so that the Customer can use the Services solely for its own internal use of the Services. This right to use the SIM card shall not be transferred to the Customer. As a Service Partner, Customer must acquire SIM cards for the functioning of the hardware under their own responsibility and in their own name and for their own account and must take into account and comply with applicable telecommunications law in all respects.

3.4 As a Service Partner, Customer is entitled to set up or have set up access to the OPTIME Digital Service Tenant for its End Customer as "End User" via a service frontend provided by Schaeffler. In doing so, it shall provide the information about the End Customer requested during the set-up process completely and correctly and inform Schaeffler that the End User is an End Customer. If the information is not provided completely and correctly, the service frontend cannot be activated for the End Customer.

The Customer shall be obliged to stipulate in its contract with the End Customer (i) that the End Customer accepts the relevant terms of use for any use of the service frontend, (ii) that the technical possibility of use of the service frontend by the End Customer constitutes a service provided by the Customer to the End Customer on the basis of the contract concluded between the Customer and the End Customer, (iii) that this does not establish an independent contractual relationship for the provision of Services between the End Customer and Schaeffler and (iv) that all data and information made available on the service frontend are services provided by the Customer to the End Customer.

Schaeffler shall check the compatibility of the provision of the results of the Services to the End Customer with the applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (U.S./USA) and other jurisdictions (hereinafter referred to as "Export Control Regulations") on the basis of the information requested for setting up the End Customer's access. The establishment of access to the service frontend for the End Customer as well as the further maintenance and provision of access is subject to the provisothat the applicable Export Control Regulations do not conflict with this. Should this be the case, Schaeffler shall be entitled to refuse, withhold and/or discontinue the installation and/or maintenance of access without any liability to the Customer. In such a case, further Section 15.3 shall apply.

4 Data

4.1 The Services shall be performed on the basis of the Data provided to Schaeffler by the Customer. The Customer is the owner of the Data, but the Parties agree that the Data shall be available to Schaeffler for the performance, maintenance, improvement and/or further development of the Services, including the use of artificial intelligence. In this context, Schaeffler is expressly permitted to use and utilize or have used and have utilized the Data on a worldwide, perpetual, irrevocable, non-exclusive, free of charge, sublicensable and assignable basis. Schaeffler is permitted to make the Data available only to other companies of the Schaeffler Group and/or subcontractors of Schaeffler to the extent that this is necessary for the performance of the Services and for the maintenance, improvement and/or further development of the Services.

4.2 The Customer warrants that it is entitled to make the Data available to Schaeffler and to grant the rights described in Section 4.1, in particular if the Data is made available to the Customer by third parties, e.g. End Customers, or with equipment provided by third parties. The Customer shall indemnify and hold harmless Schaeffler against all claims, damages and/or losses asserted against Schaeffler by authorities or third parties due to the infringement of their rights, of laws or other regulations by the provision of Data, the granting of rights and/or the use of the Data.

4.3 If the Customer terminates a Service Contract and/or the Agreement, Schaeffler shall delete the Data provided by the Customer from the production systems of the Service. For technical reasons, however, it may be necessary for Schaeffler to continue to store the Data in backups or quality assurance systems for up to a further 12 months from termination of the contract. The Customer shall not be entitled to demand an extract or overview of the Data provided by it. Schaeffler shall be entitled without restriction to continue to use all results, findings, product improvements and product developments, which are also based on the Data provided by the Customer, free of charge and for an unlimited period of time, even after deletion of the Data.

4.4 The Parties shall take technical and organizational security measures as defined in the Service Description OPTIME to protect the Data.

4.5 Sections 4.1, 4.2 and 4.3 shall not apply if the Data are personal data. Personal data are data that is considered personal data under the applicable law at Schaeffler's registered office, in individual cases at the Customer's registered office or at the location where the Customer's equipment is operated and is therefore subject to special legal protection. Insofar as the Data are personal data, both Parties shall comply with the applicable data protection law and mutually agree on further steps to comply with the legally required data protection.

4.6 If, within the scope of a Service, the Customer further analyzes and comments on the Data and the delivered results of the Service in a software application or digital user interface provided by Schaeffler (e.g. by means of labels, comments etc.), Sections 4.1 and 4.2 shall apply accordingly to the corresponding findings and evaluation results as well as notes and entries.

5 Performance of the Services

5.1 The Services shall be provided within the scope of the existing technical and operational possibilities of Schaeffler as well as the service description available on the Schaeffler website or specified in the Agreement. Service levels are only binding if they are expressly agreed by Schaeffler with the Customer.

The Services are the provision of services. Schaeffler assumes no responsibility for the achievement of specific results or for any particular type of success in connection with the provision of the Services.

The Services are provided on the basis of the data and other information provided by the Customer and of the measurement data recorded via sensors or other devices with a measurement function at a specific point of time. The results of the Services, which include stochastic probabilities in particular, are recommendations and serve the purpose of supporting decisions by the Customer. The Customer shall be solely responsible for any decision it makes on the basis of or in connection with the Services of Schaeffler and the results of the Services, in particular also for settings made itself within the scope of a remote function offered for controlling hardware activated by the Customer.

Schaeffler shall be entitled to provide the Services by way of subcontracting (subcontractors, suppliers).

5.2 A deadline for the completion of the Services shall only be binding if such binding nature has been expressly agreed with the Customer. In any case, deadlines shall be subject to the mutual clarification of all issues related to the performance as well as the requirement of the Customer's cooperation and technical support, in particular the timely provision of all documents, Data and other information to be provided by the Customer. If these prerequisites

are not met in time and/or are not complete, the performance deadlines shall be extended accordingly to a reasonable extent.

5.3 The Customer shall be entitled to demand compensation for delay insofar as Schaeffler is in default with a Service and the Customer has suffered damage as a result. A delay occurs if access to the Service has not been made available by Schaeffler at the time agreed with the Customer, provided that the Customer has performed all its own cooperation obligations. If an availability or Service Level has been agreed, a delay shall also exist if the Service was not available as agreed.

The compensation shall amount to 0.5% of the value of the respective Service (agreed monthly price for Service) for each day of delay, but in total not more than 5% of the value of the respective agreed monthly price for the Service that could not be used on time or as agreed as a result of the delay.

Schaeffler shall be entitled to offset any existing compensation against future invoice claims towards the Customer.

In accordance with the statutory provisions, the Customer may only withdraw from the Service Contract if the delay in performance is the fault of Schaeffler. All further claims in connection with the delay shall be governed conclusively by Section 10 of these GTC.

5.4 Any rights arising from delayed Service may not be asserted by the Customer until the Customer has given notice of the delay and a reasonable deadline for performance, and this deadline has expired unsuccessfully.

5.5 If Schaeffler makes software available to the Customer as a Service or for use or in connection with a Service, Schaeffler grants the Customer a non-exclusive, time-limited, chargeable, non-sublicensable and non-transferable right to use the software for the intended purpose as specified in the service description of the corresponding Service. Insofar as the software is provided as a software copy to be installed locally, the Customer shall be entitled to use the software copy and copies thereof on its own end devices. A transfer of the software copy for use of third parties is only permitted if the Customer uses the Service as an independent Service Partner towards the third party as the End Customer. Further rights of use are not granted.

5.6 All rights in the results of the Services shall belong to Schaeffler. The Customer has no ownership of these results. Schaeffler grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the results for its own business purposes. This includes the right to pass on the results to End Customers if the Customer uses the Services as an independent Service Partner. Passing on or licensing the results to other third parties is not permitted.

6 Force Majeure

6.1 If one Party is unable to perform any of its obligations under the Service Contract due to Force Majeure or other unforeseeable events beyond the Party's control (hereinafter referred to as "Force Majeure"), the Party shall be excused from performing such obligation for the duration of the Force Majeure and the related performance periods shall be automatically extended by the period of the applicable Force Majeure plus any required grace period. Force Majeure includes, but is not limited to the following unforeseeable events, (i) wars (including terrorist and warlike acts, even if no formal state of war has been declared), insurrections, popular uprisings, rebellions, civil wars, sabotage, (ii) fires, floods, droughts, monsoons, hurricanes, tornadoes, typhoons, cyclones, lightning, thunderstorms, landslides, land erosion, earthquakes, volcanic activity, famines, explosions, scientifically unexplained events or other

natural disasters, (iii) epidemics, pandemics, quarantines resulting from epidemics or pandemics, (iv) governmental acts or actions of any authority/state or prohibitions, (v) changes in applicable laws (including the enactment of new laws and the repeal or amendment of existing laws) or judicial or official interpretation or implementation of the aforementioned laws made and/or promulgated after the effective date of the Service Contract (hereinafter referred to as "Change in Law"), to the extent that performance of the Party's obligations is affected by such Change in Law, (vi) disruption of operations of any kind, disruption in supply from normally reliable sources (e.g. electricity, water, fuel and the like), shortages of energy and raw materials, transport delays, (vii) defective or delayed deliveries and/or services of suppliers and/or subcontractors for which the Party had concluded a corresponding agreement with the respective supplier or subcontractor to cover requirements at the time of the conclusion of the Agreement for which the Party is not responsible, or (viii) strikes, lockouts or labor shortages.

6.2 In the event of Force Majeure, the affected Party shall notify the other Party in text form as soon as possible and shall use all reasonable efforts to limit the effects of the Force Majeure. If the Force Majeure circumstances and the resulting impediments to performance continue for more than 30 days, either Party may terminate the Service Contract. It is agreed that payments for partial services rendered shall continue to be due and the Parties shall bill accordingly without undue delay.

7 Prices and Payment

7.1 The prices for the Services shall be specified and regulated on the Schaeffler OPTIME website, in the Agreement or in the offer of Schaeffler.

7.2 Should a sales/value added tax or comparable tax become due, this shall be expressly stated in the invoice in the amount applicable at the time of performance and shall be paid by the Customer in addition to the net price.

7.3 Payment shall be made within 30 days of receipt of the invoice to one of Schaeffler's bank accounts specified in the invoice using the payment methods supported by Schaeffler, unless different payment terms have been agreed with the Customer in individual cases. Depending on the payment methods or the involvement of payment service providers, different payment terms may apply, which will be announced on the Schaeffler OPTIME website or agreed in the Agreement. An invoice shall be deemed received within 3 business days after dispatch, unless the Customer can prove otherwise.

7.4 The Customer shall be deemed to be in default with respect to any payment as soon as it is in default with respect to any payment date, unless the default is due to circumstances beyond the Customer's control. The Customer shall not be entitled to exercise any right of set-off or retention with respect to any counterclaim, unless such claim has been confirmed by a final binding court judgment or such claim is undisputed.

7.5 Payment shall be made in full amount without deductions unless the Customer is required by law to deduct withholding tax (income tax) from the amount payable to Schaeffler. The Customer shall cooperate with Schaeffler to ensure that the amount of withholding tax required by law or with respect to double taxation agreements is kept as low as possible and that Schaeffler obtains tax relief through the amount withheld. To the extent required by the respective mandatory law, the Customer shall withhold the relevant taxes and duly pay them to the competent tax authorities in accordance with the applicable law. In this case, the Customer shall immediately provide Schaeffler with the originals of the corresponding tax payment certificates. Withholding tax shall not be deducted if and to the extent that Schaeffler

submits a valid certificate from the competent tax authorities regarding exemption from deduction in accordance with the relevant double taxation agreement.

7.6 All other local taxes (including sales tax, excise tax, or similar taxes), duties or other governmental charges of any kind shall be borne by the Customer.

8 Warranty

The Services provided by Schaeffler are subject to statutory provisions, and Schaeffler provides the Services in accordance with recognized professional standards.

Schaeffler does not warrant the usability or merchantability of the results of the Services for the Customer's purposes.

Schaeffler does not warrant that the Services and their results are fail-safe.

9 Confidentiality

9.1 The Parties shall treat all information received from the other Party as confidential. This obligation shall not apply to information (i) which is already known to the receiving party by lawful means without an obligation of confidentiality at the time of receipt, (ii) to information of which the receiving party has subsequently become aware by lawful means without an obligation of confidentiality, (iii) to information which is or becomes generally known without a breach of contract by one of the Parties or (iv) to information which has been independently developed by one Party without reference to the confidential information. There shall also be no obligation to keep information confidential to the extent that the receiving party is required to disclose the information pursuant to an order of a court, administrative authority or by law.

9.2 Each Party shall be entitled to disclose such information to its affiliates to the extent that such affiliates are bound by similar confidentiality obligations, provided that the Party disclosing the information shall be directly liable to the other Party for any breach of such obligations by an affiliate.

9.3 Each Party retains its ownership and all rights to the information, documents and data carriers provided to the other Party. The reproduction or disclosure of such information, documents or data carriers is only permitted with the written consent of the other Party providing these.

9.4 None of these provisions shall restrict Schaeffler's right to use and exploit the Data as described in these GTC or to use and exploit the results obtained by Schaeffler's use of such Data for the purposes set out in Section 4.

10 Term and Termination

10.1 A Service Contract concluded in accordance with Section 1 shall, in the case of a subscription model, have the term or the Minimum Term (i) as specified in the provisions on the contract term for the selected subscription model on the Schaeffler website or (ii) as offered by Schaeffler and confirmed by Schaeffler in the respective order confirmation. During the Minimum Term, termination of the Service Contract is excluded; the Service Contract shall be automatically renewed for further 12 months in each case if it is not terminated with a notice period of 3 months to the end of the Minimum Term or to the end of an Extension Period.

10.2 The Customer shall be entitled to terminate the Service Contract with immediate effect if the Customer does not agree with any changes to the Services for functional update notified to the Customer in accordance with Section 2 of these GTC. This right of termination shall be the Customer's exclusive remedy with respect to the amendment, modification or extension of the content of the Service. In particular, the Customer shall have no right to reimbursement of any fees paid.

10.3 Schaeffler shall be entitled to terminate the Service Contract with immediate effect and without any liability towards to the Customer if Schaeffler determines that applicable export control regulations or Schaeffler's internal export control regulations based on such export control regulations (i) make the provision of Services impossible and the provision appears impossible for the foreseeable future based on reasonable considerations or (ii) if, in Schaeffler's unilateral discretion, there is a risk that sanctions could be imposed for the provision of Services or the performance of other obligations under the Service Contract.

10.4 Schaeffler shall be entitled to terminate the Service Contract immediately after a corresponding reminder and unsuccessful expiry of a reasonable period if the Customer violates provisions of the Service Contract. Schaeffler shall be entitled to terminate the Contract immediately without notice if the Customer passes on hardware provided by Schaeffler with installed SIM cards to third parties.

10.5 The right of each Party to terminate without notice for other good cause shall remain unaffected.

10.6 Any termination must be made in writing (e-mail to the e-mail address provided by the Customer during registration or provided by Schaeffler on the OPTIME Schaeffler website is sufficient).

10.7 In the event that the provisions of these GTC have been violated by the Customer and consequently Schaeffler has terminated the Service Contract, the Customer shall have no claims for reimbursement. In such cases, Schaeffler shall not be liable for any damages incurred by the Customer as a result of the termination of the Service Contract.

11   Liability

11.1 Unless otherwise agreed, Schaeffler's liability, irrespective of the legal grounds and irrespective of statutory requirements for claims, shall be subject to the following limitations and exclusions in accordance with Sections 11.2 to 11.5, which shall also apply to employees, representatives and contractors of Schaeffler and other third parties with whom Schaeffler cooperates in connection with the performance of the Contract.

11.2 The Customer shall have no right to withdraw from or terminate the Service Contract due to a breach of obligation, unless the breach of obligation is the result of willful misconduct of Schaeffler. Other termination rights of the Customer due to a breach of obligation are excluded.

11.3 Schaeffler shall be liable to pay damages in case of willful non-performance of Schaeffler's contractual obligations specified in the Agreement and Service Contract or in case the breach of Agreement and Service Contract by Schaeffler results in loss of life, or harm to physical integrity or health. The Parties agree that except the scenarios mentioned previously (specified in alignment with 6:152 § of the Act Nr. V of 2013 on Civil Code) Schaeffler's liability is limited and shall not exceed the price of the respective agreed Service for a period of 12 months.

11.4 The Services are provided on the basis of networks and services of third-party operators. While Schaeffler will make all reasonable efforts to maintain the availability of the connectivity

required for the provision of the Services, Schaeffler shall not be liable for any failure or disruption in the provision of the Services due to failures or other disruptions in the public telecommunications networks used to transmit the required M2M communications.

11.5 The above limitations of liability shall not apply insofar as Schaeffler has fraudulently concealed a defect, in the event a guarantee has been provided for the quality of the Service and for claims of the Customer under the applicable product liability law.

11.6 Only the Customer shall be responsible for the correctness and completeness of the Data, documents or other information provided to Schaeffler; any liability on the part of Schaeffler in this connection shall be excluded.

12 Exclusion of Guarantee

12.1 The information provided in Schaeffler catalogs, printed materials, service descriptions, type lists, data sheets and other advertising material or in specifications, performance specifications, technical delivery conditions, in certificates (e.g. Certificate of Compliance), other forms or documentation, whether provided or retrievable in analog or digital form, shall in no case constitute a guarantee extending beyond the usual scope of a warranty. This also applies in particular to all information on reliability (service life, long-term stability etc.). These are solely statistically determined average values and are calculated to the best of Schaeffler's knowledge and belief, deviations are reserved in individual cases.

13 Indemnification

The Customer agrees to defend, indemnify and hold Schaeffler and its managing directors, executives, employees, affiliates and agents harmless against any and all actions, claims, demands, costs, liabilities, expenses and damages of third parties (hereinafter "Claims") related to or arising of (i) a breach of these GTC by the Customer, (ii) a violation of third party rights or applicable law by the Customer and/or (iii) services provided by the Customer as a Service Partner to End Customers. If any Claims are asserted against Schaeffler according to this Section, Schaeffler shall promptly notify the Customer in writing; failure to promptly notify the Customer shall not release the Customer of its obligations under this Section unless the Customer has been actually and substantially prejudiced by such failure. The Customer shall not settle any Claim without Schaeffler's prior written consent.

14 Limitation Period

The general limitation period for all claims of the Customer, in particular for claims arising from defects or defects of title in connection with the provision of the Services, shall be 12 months from the provision of the Services. Insofar as an acceptance has been agreed, the limitation period shall commence at the time of acceptance.

15 Export Control

15.1 In regard to business with Schaeffler products, technology, software, services or any other goods (hereinafter referred to as "Schaeffler Items"), the Customer strictly complies with all applicable European Union (hereinafter referred to as "EU"), United States of America (hereinafter referred to as "US") and other export control and sanction laws and regulations (hereinafter referred to as "Export Control Regulations").

The Customer shall notify Schaeffler beforehand and disclose any information (incl. end-use) necessary for Schaeffler to comply with Export Control Regulations in case Schaeffler Items are specifically ordered for use in connection with

a. any country, territory, person or entity that is subject to any restrictions or prohibitions under the EU, US or any other applicable export control and sanction regulations or

b. design, development, production or use of military or nuclear goods, chemical or biological weapons, rockets, space or air vehicle applications and means of transportation

15.2 Schaeffler informs the Customer

a. that – for the purpose of the US Department of the Treasury's Office of Foreign Assets Control (OFAC) regulations on Iran ("ITSR") and Cuba ("CACR") – Schaeffler must be treated as a US Person, and therefore

b. that Schaeffler Items shall not– without required prior authorization by the competent US governmental authorities – be used, supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to any country or territory that is subject to any restrictions or sanctions of the US government or any person or entity on any sanction list maintained by the U.S. government.

15.3 The fulfillment of the contractual obligations by Schaeffler is subject to the proviso that the applicable Export Control Regulations do not contravene. In such a case, Schaeffler is in particular entitled to refuse or withhold the contractual fulfillment without any liability towards the Customer.

16 Final Provisions

16.1 All differences or disputes arising from these GTC shall be settled by amicable settlement of the Parties. An attempt to reach a settlement shall be deemed to have failed as soon as one of the Parties notifies the other Party thereof in writing.

16.2 If all attempts to reach a settlement have failed, the disputes, controversy, or claim arising out of, or in relation to, this GTC, the Agreement or Service Contract, including the validity, invalidity, breach, or termination thereof, shall be finally settled in accordance with the Hungarian Act LX. of 2017 on Arbitration (hereinafter referred to as "the Rules") by 3 arbitrators appointed in accordance with the Rules. The place of arbitration shall be Budapest, Hungary. The language of the arbitration proceedings shall be Hungarian. The procedural law of this place shall apply if the Rules are silent. The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the question of the costs of the arbitral proceedings.

16.3 The law of Hungary shall apply to the contractual relationship. The United Nations Convention on Contracts for the international sale of goods (CISG) shall not apply to this.

16.4 Any failure or partial failure or omission to timely assert any right under this Service Contract shall not constitute a waiver of such right or any other right.

16.5 Should any provision of these GTC be or become invalid, the remaining provisions shall remain unaffected thereof. In such a case, the Parties shall replace an invalid provision with a provision that comes as close as possible to the economic purpose of the original invalid provision. The same shall apply in the event of a contractual gap.

Exhibit 1: General Conditions for Contract Data Processing (GCCDP)

General Conditions for Contract Data Processing (GCCDP)

between   - Principal and Controller -

which is the Customer according to the above-mentioned General Terms and
Conditions for Schaeffler Digital Services

and   - Contractor and Processor -

which is the acting Schaeffler entity according to the above-mentioned General
Terms and Conditions for Schaeffler Digital Services

1. Preamble

1.1. When providing the services according to the General Terms and Conditions for Schaeffler
Digital Services (Main Contract), the Contractor shall process personal data which the
Principal has provided for the provision of the service and with regard to which the Principal
acts as the responsible party in the sense of data protection law ("Principal Data").

1.2. This Contract specifies the obligations and rights of the Contracting Parties under data
protection law in connection with the processing of the Principal Data for the provision of
the service under the Main Contract. This GCCDP is subordinated to the general provisions
of the Main Contract.

2. Scope and Responsibility

2.1. The Contractor shall undertake a data processing service on behalf of the Principal as
primary or secondary contractual obligation. This shall include services specified in the
description of performance and/or resulting from secondary contractual obligations. The
Contractor shall process the Principal Data exclusively on behalf of and in accordance with
the instructions of the Principal. Within the scope of this Contract, the Principal shall be
solely responsible for compliance with the statutory provisions of the data protection laws,
in particular for the legality of the data transfer to the Contractor as well as for the legality
of the data processing.

2.2. On the basis of such responsibility, the Principal may require the changing, deletion,
restriction and disclosure of data even during the term of the Agreement and after the
ending of such.

3. Scope of the Engagement

3.1. The processing of Principal Data by the Contractor shall be carried out exclusively in the
manner, to the extent and for the purpose specified in **Appendix 1** to this Contract Data
Processing. The processing exclusively concerns the types of personal data and categories
of Affected Persons specified therein.

3.2. The duration of the processing shall comply with the term of the Main Contract.

3.3. The Contractor reserves the right to anonymize or aggregate the Principal Data so that it is no longer possible to identify individual Affected Persons and to use it in this form for the purpose of demand-oriented design, further development and optimization as well as the provision of the service agreed upon in accordance with the Main Contract. The Parties agree that anonymized data shall no longer be considered Principal Data within the meaning of this Contract.

3.4. The Contractor may process and use the Principal Data within the scope of what is permitted under data protection law for its own purposes and on its own responsibility if this is permitted by a statutory permission provision or a declaration of consent by the Affected Person. This Contract does not apply to such data processing.

3.5. The processing of Principal Data by the Contractor shall take in general place in a member state of the European Union (EU) or in another contracting state of the Treaty on the European Economic Area (EEA). The Contractor is permitted to process Principal Data outside the EU/EEA in compliance with the provisions of this Contract if the Contractor informs the Principal in advance of the location of the data processing and the requirements of Articles 44-48 of the GDPR are met or an exception pursuant to Article 49 of the GDPR exists.

4. Authority of the Principal

4.1. The Contractor may process Principal Data exclusively on behalf of and in accordance with the instructions of the Principal. The Principal shall remain the Controller in the sense of data protection law. In the latter case, the Contractor shall notify the Principal of these legal requirements prior to processing, unless the relevant law prohibits such notification due to an important public interest.

4.2. The instructions of the Principal are in principle conclusively defined and documented in the provisions of this Contract. Individual instructions which deviate from the stipulations of this Contract or which impose additional requirements shall require the prior consent of the Contractor and shall be carried out in accordance with the amendment procedure stipulated in the Main Contract, in which the instructions shall be documented and the obligation of the Principal to bear any additional costs incurred by the Contractor as a result thereof shall be regulated, insofar as the assumption of costs is not already stipulated in this Contract.

4.3. The Contractor shall ensure that it processes Principal Data in accordance with the Principal's instructions. If the Contractor is of the opinion that an instruction of the Principal violates this Contract or applicable data protection law, it shall be entitled, after notifying the Principal, to suspend the execution of the instruction until the Principal confirms the instruction. The Parties agree that the sole responsibility for the processing of the Principal Data in accordance with the instructions lies with the Principal.

5. Responsibility of the Principal

5.1. The Principal shall be solely responsible for the legality of the processing of the Principal Data as well as for the protection of the rights of the data subjects in the relationship of the Parties to each other. Should third parties assert claims against the Contractor based on the processing of Principal Data in accordance with this Contract, the Principal shall indemnify the Contractor against all such claims upon first request.

5.2. The Principal shall be responsible for providing the Contractor with the Principal Data in a timely manner for the performance of services under the Main Contract and shall be responsible for the quality of the Principal Data. The Principal shall inform the Contractor immediately and in full if it discovers errors or irregularities with regard to data protection provisions or its instructions when checking the Contractor's order results.

6. Requirements to the Employees

The Contractor shall oblige all persons who process Principal Data to maintain confidentiality with regard to the processing of Principal Data.

7. Security of the Processing

7.1. The Contractor shall take all appropriate technical and organizational measures required to ensure a level of protection of the Principal Data appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, circumstances and purposes of the processing of the Principal Data, as well as the varying likelihood and severity of the risk to the rights and freedoms of the Affected Persons.

7.2. The Contractor shall, in particular, take the technical and organizational measures specified in **Appendix 3** to this Contract Data Processing prior to the start of the processing of the Principal Data and maintain them during the Main Contract and ensure that the processing of Principal Data is carried out in accordance with these measures.

7.3. The Contractor is permitted to change or adapt technical and organizational measures during the term of the Contract as long as they continue to meet the legal requirements.

7.4. The Contractor shall provide the Principal within the scope of reasonableness and necessity and against reimbursement of the expenses and costs incurred by the Contractor with appropriate support in complying with the obligations pursuant to Article 32 GDPR, taking into account the type of processing and the available information.

7.5. The Contractor shall regularly monitor the internal processes as well as the technical and organizational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the affected person is ensured.

8. Engagement of further Processors

8.1. The Principal hereby approves in a general manner the engagement of further Processors by the Contractor. The further Processors currently engaged by the Contractor are listed in **Appendix 2**.

8.2. In general, contractual relationships with service providers are not subject to approval if the purpose is the testing or maintenance of data processing procedures or systems by other bodies or other ancillary services, even if access to Principal Data cannot be ruled out in the process, as long as the Contractor makes appropriate arrangements for the confidentiality of the Principal Data.

8.3. The Contractor shall inform the Principal of any intended change with regard to the engagement or replacement of further Processors. In individual cases, the Principal shall have the right to object to the intended change. An objection may only be raised by the Principal for good cause to be proven to the Contractor. If the Customer does not raise an objection within 14 (fourteen) days after receipt of the notification, its right to object to the corresponding order shall expire. If the Principal raises an objection in due time, the Contractor shall be prohibited from making the intended change. In this case, the Contractor shall be entitled to terminate the Main Contract and this Contract with a notice period of three (3) months. In case of an approved change, the Contractor shall update the list of subcontractors in **Appendix 2** accordingly and make it available to the Principal.

8.4. The Contractor shall contractually impose the same data protection obligations on any further Processor that it has itself imposed in this Contract. The Parties agree that these requirements are fulfilled if the Contract has a corresponding level of protection or if the further Processors have been imposed the obligations set out in Article 28 (3) of the GDPR accordingly.

8.5. Subject to the compliance with the requirements of Section 3.5 of this Contract, the provisions shall also apply if a further processor in a third country is engaged. The Principal hereby authorizes the Contractor, on behalf of the Principal, to conclude a contract with a further processor including the EU standard contractual clauses for the transfer of personal data to processors in third countries. The Principal declares its willingness to cooperate to the extent necessary in fulfilling the requirements pursuant to Article 49 GDPR.

8.6. The Contractor shall check prior to each commissioning and regularly during the commissioning that its processors have taken suitable technical and organizational measures and that these are implemented in such a way that the processing of the Principal Data proceeds in accordance with this Contract.

9. Rights of Affected Persons

9.1. The Contractor shall support the Principal within the scope of reasonableness with technical and organizational measures in fulfilling its obligation to respond to requests to exercise the rights of Persons Affected.

9.2.   Insofar as an Affected Person asserts a request to exercise the rights to which he or she is entitled directly against the Contractor, the Contractor shall promptly forward this request to the Principal.

9.3.   The Contractor shall provide the Principal with information about the Principal Data stored, the recipients of Principal Data forwarded by the Contractor in accordance with the order and the purpose of the storage, unless the Principal has this information itself or it cannot obtain the information itself.

9.4.   The Contractor shall enable the Principal to correct, delete or restrict the further processing of the Principal Data within the scope of reasonableness and necessity against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result thereof or, at the request of the Principal, to carry out the correction, blocking, deletion or restriction of the further processing itself if and to the extent that this is impossible for the Principal itself.

9.5.   Insofar as the Affected Person has a right to data portability with respect to the Principal Data pursuant to Article 20 GDPR, the Contractor shall support the Principal within the scope of reasonableness and necessity in providing the Principal Data in a common and machine-readable format against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result, if the Principal cannot procure the data otherwise.

10. Notification and Support Obligations of the Contractor

10.1.   Insofar as the Principal is subject to a statutory reporting or notification obligation due to a breach of Principal Data (in particular pursuant to Articles 33 and 34 GDPR), the Contractor shall inform the Principal in a timely manner about any reportable events in its area of responsibility. The Contractor shall support the Principal in fulfilling the reporting and notification obligations at the Principal's request within the scope of reasonableness and necessity against reimbursement of the expenses and costs to be proven incurred by the Contractor as a result.

10.2.   The Contractor shall support the Principal within the scope of reasonableness and necessity against reimbursement of the Contractor's expenses and costs to be proven, in any data protection impact assessments to be carried out by the Contractor and any subsequent consultations with the supervisory authority pursuant to Articles 35,36 GDPR.

11. Data Deletion

11.1.   Copies or duplicates of the Principal Data shall not be created without the knowledge of the Principal. Excluded from this are security copies, insofar as they are necessary to ensure proper processing, as well as data that is required with regard to compliance with statutory retention.

11.2. The Contractor shall delete all Principal Data upon termination of the Main Contract or earlier upon request of the Principal, unless there is a legal obligation for the Contractor to continue storing the Principal Data.

11.3. Documentation that serves as proof of the orderly and proper processing of Principal Data may be retained by the Contractor even after the end of the Contract.

12. Proof and Review

12.1. The Contractor shall provide the Principal, upon the Principal's request, with all information necessary and available to the Contractor to demonstrate compliance with its obligations under this Contract.

12.2. The Principal shall be entitled to examine the Contractor before the start of the processing of Principal Data and regularly during the term of the Main Contract with regard to compliance with the provisions of this Contract, in particular the implementation of the technical and organizational measures pursuant to **Appendix 3** itself or through a examiner commissioned by it; including by means of inspections. The Contractor shall enable such inspections and shall contribute to such inspections by taking all appropriate and reasonable measures. In order to carry out inspections, the Principal shall be entitled to enter the Contractor's business premises in which Principal Data are processed during normal business hours after timely advance notice and at its own expense, without interfering with business operations and while maintaining strict confidentiality of the Contractor's trade and business secrets.

12.3. The Contractor shall be entitled, at its own discretion, taking into account the Principal's legal obligations, not to disclose such information which is sensitive with regard to the Contractor's business or the disclosure of which would put the Contractor in breach of statutory or other contractual provisions. The Principal shall not be entitled to have access to the Contractor's data or information on other customers of the Contractor, to information regarding costs, quality audits and contract management reports as well as to any other confidential data of the Contractor which are not directly relevant for the agreed verification purposes.

12.4. The Principal shall inform the Contractor in due time at least two (2) weeks in advance about all circumstances related to the performance of the inspection. The Principal may carry out one (1) inspection per calendar year. Further inspections shall be carried out against reimbursement of costs and after coordination with the Contractor.

12.5. If the Principal commissions a third party, this third party shall be bound to secrecy and confidentiality in a written agreement, unless the third party is subject to a professional confidentiality obligation. At the request of the Contractor, the Principal shall present the confidentiality agreement with the third party to the Contractor. The Principal may not commission any competitor of the Contractor with the inspections.

12.6. Instead of an inspection, proof of compliance with the obligations under this Contract may also be provided by the submission of a suitable, up-to-date attestation or report by an

independent body (auditor, revision, data protection officer, IT security department, data protection auditors or quality auditors) or a suitable certification by IT security or data protection audit, if the audit report enables the Principal in a reasonable manner to satisfy itself of compliance with the contractual obligations.

13. Cooperation with the Supervisory Authorities

13.1. The Principal and the Contractor shall cooperate with the Supervisory Authority upon request in the performance of their duties.

13.2. The Principal shall inform without undue delay about control actions and measures of the supervisory authority insofar as they relate to this order. This shall also apply insofar as a competent authority investigates in the context of administrative offence or criminal proceedings with regard to the processing of personal data in the case of Contract Data Processing at the Contractor.

13.3. Insofar as the Principal is exposed to an control action by the supervisory authority, administrative offense or criminal proceedings, a liability claim by an Affected Person or a third party or any other claim in connection with the Contract Data Processing at the Contractor, the Contractor shall support to the best of its ability.

14. Liability

The Contractor shall be liable to the Principal for damages culpably caused by the Contractor, its employees or its agents within the scope of the performance of the contract in the performance of the contractual service, within the scope of the liability provisions of the Main Contract

**Appendix 1   Subject-matter, duration, nature, purpose and data subjects
of the contract data processing**

Subject-matter of the processing:	The processor performs the following processing: OPTIME Digital Services
Duration:	The processing carried out for an unlimited period of time until termination of this agreement or the main contract by either party/the processing ends after a single completion.
Nature of the processing:	The nature of the processing is the following: Collection, recording, organization, arrangement, storage, analysing, transmitting to authorized users, linking the data, removing the data (after termination of the contract)
Purpose of the processing:	The processing serves the following purpose: Enablement of the Services; Support
Type of personal data:	The following data are processed: Personal data of the user: first and last name, e-mail address, user data (f.e. last log-in),
Categories of data subject(s):	From the processing are the following affected: Employees of the client, employees of the client's customer
Data Protection Officer	Thomas Biedermann Industriestraße 1-3 91074 Herzogenaurach data-privacy@schaeffler.com

Appendix 2   Sub-Processors

List of Sub-Processors:

Name/Company Sub-Processor(s)	Address/Country	Service	Information on adequate guarantees for data transfers to a third country
Schaeffler Finland Oy	Lutankonaukio 7 40100 JYVÄSKYLÄ Finland	Development, Operation of infrastructure for digital services, Analysis of data, Troubleshooting	
Schaeffler Monitoring Services GmbH	Kaiserstr. 100 52134 Herzogenrath Deutschland	Development, Operation of infrastructure for digital services, Analysis of data, Troubleshooting	
Microsoft	EU-DSB One Microsoft Place South County Business Park Leopardstown Dublin 18 D18 P521 Irland Phone: + 353 (1) 706-3117	Azure Cloud	EU standard contract clauses
Wapice Oy	Visiokatu 3 33720 Tampere Finland	Development, Operation of infrastructure for digital services	
Twilio	Twilio Germany GmbH Rosenheimer Str. 143C 81671 München Phone: +49/89 143 777 310 info@twilio.com	Sendgrid API Email Sending	
If Schaeffler Technologies AG & Co. KG is not the direct contractual partner: Schaeffler Technologies AG & Co. KG	Georg-Schäfer-Str. 30 97421 Schweinfurt Deutschland	Development, Operation of infrastructure for digital services, Analysis of data, Troubleshooting	

Appendix 3: Technical and organisational measures

1. **Confidentiality**

   1.1. Access control

   - Definition of security areas (administration, research and development at the respective location)
   - Use of security locks
   - Closure of the facilities after the working hours
   - Use of an alarm system (at the respective location)
   - Use of employee ID cards
   - Use of a visitor management incl. visitor ID card
   - Accompaniment of non-company persons by employees
   - Regulation of key issuance and implementation of a regular key revision

   1.2. Physical access control

   - Control of access via authorized devices (business mobile terminals with Microsoft Authenticator) for administrative operations for two-factor authentication
   - Use of a UserID-password combination plus a second authentication factor
   - Central control of assignment and management of authorizations and passwords (employee life cycle processes), guest user request process for the central user directory - Azure AD (for subcontractors).
   - Creation of personalized user accounts for all users receive personalized user accounts
   - Use of Single Sign On for administrative procedures, documentation of operational procedures and processes
   - Activation and use of procedures for manual and automatic password-protected screen locks (Client computer employees)
   - Using an anti-virus software server and an anti-virus software client(Client computer r employees)
   - Use of a firewall (Client computer employees)
   - Logging of all firewall and virus protection changes (Client computer employees)
   - Use of a Mobile Device Management (Mobile devices and notebooks of employees)
   - Use of a VPN for remote access (Client computers - notebooks - of employees)
   - Existence of a process for depriving permissions that are no longer needed through central employee lifecycle processes (technically implemented via the user directory - Azure AD).
   - Encryption of data carriers, smartphones, notebooks and tablets by Bitlocker or similar technologies
   - Use of encrypted connections for all accesses (VPN tunnel, SSL encrypted at least TLS v1.2 - encrypted)
   - Use of BIOS protection (separate password)
   - Blocking of external interfaces (USB)
   - Existence of a Data Protection Policy and IT security Policy
   - Existence of a Mobile Device Policy

- Recording by logging all essential activities of the users and the system administration within the Azure Cloud (e.g. virtual machines, databases)
- Regulation in the event of the departure of an employee (e.g. employee exit process) via central processes which disable an Azure AD user account

1.3. Access control

- Use of an authorization concept based on defined roles (Use of the Microsoft Azure authorization concept (Owner, Contributer and Reader) based on predefined roles. Additional roles are documented in "Azure Role Definitions".)
- Existence and use of a concept for the comprehensible application and assignment of access rights
- Use of lockable cabinets for the storage of confidential documents, files and data carriers
- Existence of a Clean Desk Policy
- Existence of a Password Policy

1.4. Separation control

- Separation of production and test environment

1.5. Anonymisation/pseudonymisation

- Existence of an internal instruction that personal data must be anonymised/pseudonymised if the order is passed on/terminated/expired by statutory retention obligations

2. Integrity

2.1. Transfer control

- Use of email encryption when transmitting passwords or other secrets
- Use of encrypted connections (e.B. sftp/https/mqtts/ssh)
- Use of encryption techniques on mobile devices for the use of public networks
- Use of hard disk encryption for laptops, mobile devices and data carriers
- Documentation of the data recipients as well as the duration of the planned transfer or the deletion periods
- Maintain an overview of periodic retrieval and delivery operations
- Encrypted transport of data carriers with personal data and/or in sealed containers.
- Data is passed on in anonymous/pseudonymised form

3. Availability and resilience

- Evaluation of third-party software with regard to security in the context of product launches
- Application of backup and recovery concepts including infrastructure
- Use of uninterruptible power supply for business-critical applications and for safer shutdown of the servers (e.g. UPS system)

- Use of early fire detection / fire alarm systems at workplaces with particularly sloping devices (e.g. server room)
- Air conditioning of the server room
- Installed protective power strips in the server room
- Monitoring of the temperature and humidity in the server room
- Use of video surveillance in the server room
- Use of RAID systems/disk mirroring
- Use of separate partitions for operating systems and hard disks
- Solution for secure deletion to a person
- Solution for exporting all data in a common format to a person

4. Procedures for periodic review, assessment and evaluation

4.1. Data protection measures

- Software solutions for data protection management in use
- Internal / external data protection officer
  Data Protection Officer
  Industriestraße 1-3
  91074 Herzogenaurach
  Germany
  dataprivacy@schaeffler.com
- Availability of a central documentation of all regulations, processes and templates for data protection with access options for all employees according to requirements and permissions via the central intranet, management manual and data protection management software
- Training of employees
- Commitment to employee confidentiality
- Carrying out a data protection impact assessment
- Compliance with the information obligations pursuant to Art. 13 and 14 GDPR by the contractor
- Existence of a formalized process for processing requests for information by data subjects
- Existence of a formalized process for fulfilling the obligation to report to the data protection authority in the event of security incidents and data breaches

4.2 Incident-Response-Management

- Use of firewall and regular updating
- Use of spam filters and regular updates
- Use of virus scanner and regular updating
- Existence of a process for detecting security incidents and data breaches
- Existence of a documented procedure for dealing with security incidents
- Integration of the Data Protection Office and information security in the event of security incidents and data breaches
- Documentation of security incidents and data breaches, e.g. via ticket system and documentation system.
- In addition, the following official roles will be involved:

- Product Cyber Security: psirt@schaeffler.com
- Information and Cyber Security: informationssicherheit@schaeffler.com
- Existence of a process and responsibilities for the post-processing of security incidents and data breaches

4.3 Privacy-friendly presettings Privacy by Design / Privacy by Default

- Excistence of a Process for the ensuring of the Privacy by Design/Privacy by Default principles

4.4 Order control (outsourcing to third parties)

- Prior examination of the security measures taken by the contractor and their documentation
- Selection of the contractor from a due diligence point of view, in particular with regard to data protection and data security
- Conclusion of the necessary agreement for order processing in accordance with Article 28 GDPR and, if necessary, the EU standard contractual clauses (EU-SCC) in accordance with Article 44 ff. GDPR

4.5 Vulnerability Assessments

- Automated tools to perform vulnerability scans on a regular basis are in use. Responsibility for vulnerability scanning to a specific individual is assigned. Thereby discovered vulnerabilities will be treated immediately.