

General Terms of Use for the Voith TurboGuide Mobile App

1. Scope of Validity

- 1) Knowron GmbH, Heinrich-Häberle-Str. 20, 82194 Gröbenzell, Germany ("**Knowron**"), provides you ("**User**", Knowron and the User collectively "**the Parties**") with a service that enables users as private individuals/end customers or as employees of a corporate customer of Knowron ("**Company**") to access maintenance and repair and support information of the Company. This information is entirely Company-provided and Company-responsible information regarding the use, maintenance and repair of Company's equipment, machinery or other products ("**Equipment**"). For the sole purpose of providing technical information and without any responsibility for the content, suitability or accuracy of the information, Knowron provides the User with a web-based platform ("**App**"), the use of which is subject to the following terms and conditions.
- 2) By downloading and installing the App, the User accepts these General Terms of Use ("**Terms of Use**"). Deviating provisions shall only apply if they are confirmed by Knowron in writing. The Terms of Use can be downloaded and saved [here](#).
- 3) The user shall be notified of any amendments to these Terms of Use in writing, by fax or by e-mail. If the user does not object to such amendments within six weeks after receipt of the notification, the amendments shall be deemed agreed. The user shall be informed separately of the right to object and the legal consequences of silence in the event of an amendment to the terms of use.

2. Benefits

- 1) Knowron provides the User with access to the App for the term of the Agreement. The access includes in particular the following usage options:
 - a) Automated query and response to questions about the company's devices.
 - b) Identification of the company's devices used by the user by scanning a QR code located on the respective device.
 - c) Retrieving information on the use, maintenance and repair of the company's devices (e.g. in the form of manuals, checklists, and tutorials).
 - d) Accessing lists of spare parts.
 - e) Access to information on service and spare parts offers.
- 2) Knowron's service is merely the provision of the technical functionality of the app as a means of information and data exchange. Content-related information, data, recommendations or instructions regarding devices or other services of the companies are provided exclusively by the company and are fully the responsibility of the company. Knowron assumes no warranty or responsibility for the content, suitability or accuracy of information or other data made available via the App.

- 3) Knowron reserves the right to change or extend the functionality and structure of the App as well as the associated user interfaces if this does not or not significantly affect the purpose fulfillment of the contract. Knowron will inform the users of the App about the changes accordingly.
- 4) Knowron reserves the right to immediately block the account in case of the existence of a reasonable suspicion that stored content is illegal and/or violates the rights of third parties.

3. Granting of Rights

- 1) For the purposeful use of the App, Knowron grants the User a non-exclusive, basic, non-transferable, time-limited, non-sublicensable right to use the App, which may be revoked at any time, in accordance with these Terms of Use. For the rights of use of any integrated third-party systems, the provisions of the respective provider shall apply.
- 2) The User is not permitted and agrees not to and not to allow any third party to copy (unless expressly permitted under these TOS), decompile, reverse-engineer, disassemble, modify the App or any part thereof, attempt to derive the source code or create derivative works of the App or any services contained in the App or any part thereof (except for permitted uses that may not be restricted by law and uses of open source components that are expressly permitted under the specific license terms applicable to them).
- 3) The app is to be used in such a way that no impairments, overloads or damages occur. The purpose pursued by the app may not be jeopardized or circumvented by the user's use. The user is prohibited from circumventing or modifying the app's security measures himself or through third parties.

4. Functionality und Availability

- 1) The User has no claim to a constant and uninterrupted operability of the Knowron Services. Knowron shall, however, endeavor to achieve the highest possible availability and to remedy malfunctions as well as network or device failures as quickly as possible.
- 2) Knowron has the right to temporarily interrupt the functionality of the App in whole or in part, scheduled or unscheduled, in particular to eliminate program errors, to repair, maintain and/or improve the App or to eliminate malfunctions. In principle, the User will not be notified individually. Knowron will, however, inform the User about scheduled and prolonged outages in a timely manner and in a suitable manner, either via the website www.knowron.com, by email or push messages.
- 3) In order to ensure the continuous and functional use of Knowron services, it may be necessary for the User to download new software versions.

5. Users' obligation to cooperate

- 1) The user is only authorized and obligated to use the app exclusively for its contractually intended purposes. Any other use is prohibited.

- 2) The use of the app is possible without creating a user account and is free of charge for the user.
- 3) The user is obliged to ensure the technical requirements for the use of the app himself. An internet connection with sufficient bandwidth and latency is the responsibility of the user.

6. Warranty and Liability

- 1) Knowron shall be liable for damages, regardless of their legal nature, including damages resulting from breach of contractual obligations or tort, exclusively in the following cases:
 - a) willful misconduct;
 - b) Death or bodily/health injury;
 - c) Non-fulfillment of an expressly assumed guarantee;
 - d) insofar as statutory provisions provide for strict liability;
 - e) insofar as it is no longer reasonable for the User to accept the fulfillment of Knowron's contractual obligations in the event of a breach of any other obligation within the meaning of Section 241 (2) of the German Civil Code;
 - f) gross negligence; and/or
 - g) insofar as liability has not already arisen in accordance with the above paragraphs a) to f), in the event of a material breach of contract.

Otherwise, Knowron's liability is excluded. In these Terms of Use, an "essential contractual obligation" is (i) a contractual obligation that protects an essential contractual position of the User, which represents an essential meaning and purpose of the contract, and/or (ii) a contractual obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and the fulfillment of which the User may regularly rely upon.

- 2) In the aforementioned cases of clause 6 (1) (d) to (g) Knowron shall only be liable for contract-typical and foreseeable damages.
- 3) The exclusion or limitation of liability of the foregoing provisions of Clauses 6 (1) and (2) shall apply to the same extent with respect to acts of Knowron's legal representatives, officers and other employees, agents and subcontractors. Knowron shall not be liable for employees or other auxiliary personnel engaged by the User to perform Knowron's contractual obligations; the User shall indemnify Knowron against all expenses and claims of third parties due to damages caused by such persons. This shall not apply if such persons are considered to be Knowron's own auxiliary personnel.
- 4) The above provisions shall not be construed as a reversal of the burden of proof.

- 5) Knowron shall not be liable for any failure to perform its obligations if such failure is due to circumstances beyond Knowron's control (force majeure). As long as force majeure exists, the performance of Knowron's obligations shall be suspended. If the fulfillment of Knowron's contractual obligations is impossible for a period of more than 30 days due to force majeure, either party may rescind the contract without judicial intervention and without an obligation to compensate the User's damage.
- 6) Technical data, specifications and performance information in public statements, in particular in advertising materials, are not quality specification. The functionality of the app is initially based on the description in these terms and conditions. In addition, the app must be suitable for the use presumed under these Terms of Use and otherwise have a quality that is customary for apps of the same type.
- 7) Knowron will provide and maintain the App in a condition suitable for the contractual use. Excluded from the maintenance obligation is the adaptation of the App to changed conditions of use and technical and functional developments, such as in particular changes to the hardware or the operating system, adaptations to the functional scope of competing products or the creation of compatibility with new data formats.
- 8) Insofar as the App offers the possibility of forwarding to databases, websites, services etc. of third parties, e.g. by setting links or hyperlinks, Knowron is not liable for the accessibility, existence or security of these databases or services, nor for their content. third parties, e.g. by setting links or hyperlinks, Knowron is neither liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, Knowron is not liable for their legality, correctness of content, completeness, up-to-dateness, etc., nor for their content.
- 9) Knowron's liability for the accuracy, completeness and legality of content or data made available through the App is excluded to the extent permitted by law. The company bears sole responsibility for the content of the information and data accessible via the App.

7. Contract term, termination and exclusion of use

- 1) The contract begins with the conclusion of the contract according to clause 1 (2) and runs for an indefinite period of time.
- 2) The use of the app can be terminated at any time and without giving reasons by either party with immediate effect. For this purpose, it is sufficient for the user to uninstall the app from his mobile device. The mutual rights and obligations from further contractual provisions between the User and Knowron remain unaffected.
- 3) The User may be temporarily or permanently excluded from the use of all or part of the services if he/she seriously violates the obligations arising from the law and/or the applicable contractual agreements, including these Terms of Use.
- 4) Knowron reserves the right to change or delete contents transmitted by the user, as far as the user violates legal regulations, these Terms of Use or other applicable contractual agreements. Any claims for damages remain unaffected.

8. Open Source Software

The regulations and terms of use communicated for any open source components contained in the software of the app shall apply additionally.

9. Final Provisions

- 1) The User is not entitled to assign these Terms of Use and the rights granted and obligations assumed therein.
- 2) These Terms of Use exclusively govern the use of the App provided by Knowron. Individual agreements deviating from these GTC require written confirmation by Knowron to become effective.
- 3) Conflicting or deviating Terms of Use of the User shall not apply, even without Knowron separately objecting to the Terms of Use of the User..
- 4) A partial or complete transfer of the User's rights to third parties is excluded. Knowron is entitled to transfer its rights and obligations under this contractual relationship in whole or in part to a third party with a notice period of four weeks.
- 5) All declarations, including a termination declaration, which are transmitted within the scope of the contract concluded with Knowron, must be made in text form in accordance with Section 126 b of the German Civil Code.
- 6) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For users who are merchants within the meaning of the German Commercial Code, a special fund under public law or a legal entity under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising from the contract and these terms and conditions..
- 7) Should individual provisions of these Terms of Use be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed to be replaced by a provision that comes as close as possible in economic terms to the meaning and purpose of the invalid provision in a legally effective manner. The same shall apply to any loopholes. In all other respects, unless otherwise agreed, the statutory provisions shall apply.
