

Terms of Use for BELIMO Technical Support Services

These Terms of Use (hereinafter referred to as these “**Terms of Use**” or this “**Agreement**”) set forth the terms and conditions that govern a Service User’s (defined below) use of the Services (defined below) under this Agreement.

1. **Scope of application, general**

- (1) The following Terms of Use shall apply between BELIMO Automation AG Brunnenbachstrasse 1, CH-8340 Hinwil, Switzerland (hereinafter “**BELIMO**”), and the respective person who views data and reports generated by the BELIMO devices and Services (hereinafter “**Service User**”). These Terms of Use shall finally govern the terms for the use and support for the BELIMO Technical Support Services provided by BELIMO for the BELIMO devices purchased from BELIMO or one of its affiliates, or authorized distributors or dealers (hereinafter also “**Services**”). The use of the Services requires a continuous internet connection of the respective BELIMO device (hereinafter “**Service Connection**”), the Activation of the Service Connection on such BELIMO device in the configuration settings of the device (hereinafter “**Activation**”), the registration of a User Account (hereinafter “**User Account**”) and the allocation of the respective BELIMO device to the User Account (hereinafter “**Claiming**”). The Service Connection may be Activated only if a prompt Claiming of the corresponding device is intended and takes place within a short time after Activation. By means of Activation of the Service Connection and/or the registration of a User Account the Service User agrees to these Terms of Use.
- (2) Any different, contradictory or supplementary general terms and conditions of the Service User that purport to supplement, amend or modify these Terms of Use for such Service User are valid against BELIMO only if and to the extent that BELIMO has consented expressly and in a signed writing to such different, contradictory or supplement term. This requirement for express written consent shall apply in any case, for example, even if BELIMO, being aware of the Service User’s general terms and conditions, begins providing the Services to Service User or Service User’s corresponding device, without reservation.
- (3) Individual agreements executed between BELIMO and a Service User (including side agreements, supplements and amendments) shall take priority over these Terms of Use to the extent provided therein. With respect to the contents of such agreements, an executed written contract between a Service User and BELIMO shall be decisive.

2. **Scope of performance**

- (1) The BELIMO Services require the Claiming of a BELIMO device via a User Account.
- (2) The Services include the following services:
 - a) access to condition and measurement data
 - b) preparing and submitting service reports
 - c) system optimization and increasing the efficiency of the system
 - d) remote support for optimal configuration of the BELIMO device; and
 - e) support upon commissioning the BELIMO device
- (3) BELIMO shall provide the Services initially without charge provided that BELIMO shall be entitled at any time (i) without notice to change or update the Services or, (ii) after a notice period of one (1) month, to continue to make the Services available only for a charge, in whole or in part, and/or to terminate or suspend provision of the Services in whole or in part. In doing so, BELIMO shall in each case consider the justified interests of the Service User.
- (4) BELIMO shall make available to the Service User on www.belimo.com/iot a help function and technical guidance for the use of the Services (hereinafter "**Service Documentation**"). Should it not be possible to clarify technical and administrative questions concerning the use of the Services using the Service Documentation, then in exceptional cases, and only during BELIMO's normal business hours, in the region where Service User is located, the Service User may also contact BELIMO Technical Support by email. The contact information for the respective contact persons responsible for the regions may also be found on www.cloud.belimo.com. BELIMO Technical Support will attempt to respond and answer these questions within a reasonable processing time.
- (5) The Service User is responsible for reading and complying with the requirements of the Service Documentation while using the Services. The Service User is solely responsible for use of the Services and for adequately test the Services' proper functioning before use.
- (6) BELIMO does not guarantee that (i) the Services will be performed error free or uninterrupted, or that BELIMO will correct all Services errors, (ii) the Services will operate in combination with Service User content for Service User applications, or with any other hardware, software, systems or data not provided by BELIMO, (iii) the

Services will meet Services User's requirements, specifications or expectations and (iv) the functionality or security of Service User controlled infrastructure. Service User acknowledges that BELIMO does not control the transfer of data over communications facilities, or the lines or power supply or the hardware and software, including the Internet, and that the Services may be subject to interruptions, limitations, delays and other problems inherent in the use of such communications facilities, power, hardware and software. BELIMO is not responsible for any delays, interruptions, delivery failures or other damage resulting from such problems.

- (7) BELIMO expressly reserves the right to limit the monthly number of call-ups of the Services by the respective Service User. Such a limitation may be changed at any time by BELIMO, particularly in order to assure the adequate performance of the Services for all Service Users. Any circumvention of this limitation by technical means is a violation of these Terms of Use.
- (8) Beyond the scope of performance described in this Section 2, BELIMO shall owe the Service User no additional technical or product-related advisory services, implementation services or other services outside BELIMO's normal business hours or individual adaptations and changes or updates to the Services.

3. Obligations of the Service User, abusive use / blocking access

- (1) The Service User represents and warrants that (i) it is entitled to the use of the Services for the respective BELIMO devices it has access to, and (ii) it is entitled to use the respective BELIMO Devices to obtain the Services; and (iii) undertakes to comply with all statutory requirements, particularly with respect to data collection and processing.
- (2) In registering the User Account for management of the Services, the Service User must provide: (i) Service User's name (the name of an individual must include first and last name and the name of an entity must be the full legal entity name), (ii) the country of Service User's residence/domicile, (iii) a password selected by Service User and (iv) a valid email address. Additional data, such as the registered office of a company may be given voluntarily (hereinafter overall "**Registration Data**"). In selecting the user name, the Service User is obliged not to violate any third-party rights (for example rights to names or trademarks).

- (3) After registering the User Account, the Service User will receive an activation email at the email address given with a link to the registration page www.cloud.belimo.com. The User Account registration is concluded only once the Service User uses the activation link.
- (4) The Service User' Registration Data must be updated by Service User at any time when there are changes or updates during the period the Service User is receiving the Services. The Service User may change the Registration Data directly in the User Account.
- (5) Every Service User has its own User Account. Access to a Service User's User Account and the associated opportunity to manage the BELIMO devices is permitted exclusively to the Service User. The Service User shall keep all User Account login and password access data (the "Access Data") secret and not make them available to third parties. It is the responsibility of the Service User to assure that access to the Services via the Access Data take place exclusively by the Service User. Should the Access Data become known to third parties, the Service User must immediately change the Access Data and also immediately inform BELIMO via email to the respective regional contact person listed on www.cloud.belimo.com. The Service User shall be liable for any use or misuse and/or other activity executed under its Service User's Access Data, in accordance with the statutory provisions.
- (6) The Service User is responsible for assuring that a continuous and sufficiently strong internet connection of the BELIMO devices is available to enable the Services to be provided. The Service User represents and warrants that during the period Services are provided, the system environment deployed by it for the use of the Services (network, firewall, hardware, software) fulfills and will fulfill the state-of-the-art security standards. The Service User is responsible for the protection of its BELIMO devices against any unauthorized interferences or individuals (in particular against any unauthorized access over the Internet). To the extent that the Service User becomes aware of errors, security gaps or other security issues in the Services, Service User must immediately notify BELIMO Technical Support of such errors, gaps or issues. The contact information for the respective regional contact person may be found on www.cloud.belimo.com.
- (7) In the event of abusive use of the Services by or through Service User's User Account, BELIMO reserves the right to temporarily or permanently block the Service

User's access to the Services. Use of the Services shall be deemed to be abusive particularly if the Service User violates these Terms of Use or if the Service User

- uses the Services and/or data retrieved in contexts that are unlawful or criminal or that may in some other manner prove disadvantageous to BELIMO's reputation and standing;
- causes an unusually high burden on the Services' servers, which may adversely affect the stable and high-performance operation of these servers, without prior coordination with BELIMO;
- uses crawling technologies, scripts or comparable methods for automated requesting and processing of the data retrieved via the Services.

4. Rights of use to Services and data

- (1) The software programs and databases used for the provision of the Services are protected by copyright or other proprietary rights and in each case are the property of BELIMO or BELIMO's licensors. Under strict compliance with these Terms of Use, the Service User shall be entitled to retrieve data from the database operated by BELIMO for the use of the Services. This right of use is limited to the term pursuant to these Terms of Use.
- (2) The Service User is prohibited from processing, altering, translating, showing or presenting, publishing, exhibiting, duplicating or disseminating the software programs and databases used for the provisions of the Services in whole or in part. It is likewise prohibited to remove or alter copyright notices, logos and other identifying marks or protective notices. The Services and/or the software programs and databases used for the provision of the Services or the rights of use thereto granted in this agreement may not be resold, retransferred or sub-licensed to third parties for use.
- (3) The linking, integration or other connection of the Services or individual elements of the Services with other databases or meta-databases is not permitted.

5. Data protection

- (1) The collection, processing and/or use of personal and other data for the Service User by BELIMO shall be done on behalf of the Service User for provision of BELIMO Services. The particulars are stipulated in the Data Protection Statement and in the Agreement on Contract Data Processing Appendix.

- (2) The Service User is responsible for the lawfulness of the collection, processing and use of the data in connection with the Activated or Claimed BELIMO devices it has access to, as well as for the preservation of the rights of those concerned. It shall therefore assure in particular that personal data of third parties (e.g. of owners of BELIMO devices who are not Service Users or their lessees or other contractual partners) are processed only if there is statutory permission for this or the respective third parties have expressly consented to the processing of their personal data. This shall also apply particularly in the case of a change of owner or lessee. The Service User shall then guarantee and assure that it grants third parties access to data in the respective BELIMO devices it has access to only if all the legal conditions therefore have been fulfilled. The Service User shall indemnify BELIMO upon first demand from all claims that third parties may assert against BELIMO based on the collection, processing or use of data in connection with a BELIMO device Activated or Claimed or accessed by the Service User.
- (3) BELIMO reserves the right to suspend the Services with respect to certain BELIMO devices in whole or in part, either temporarily or permanently, if in BELIMO's reasonable judgment there are doubts that the Service User will comply with its obligations pursuant to Sec. (5)(2).

6. Limited Liability and Limited Warranty

- (1) BELIMO shall be liable only for intentional misconduct and gross negligence, and damages that cannot be limited under applicable law. Any further claims to indirect, incidental, special, punitive or consequential damages or any loss of revenue or profits, data, or data use and the reimbursement of expenses incurred by the Service User, under or in connection with the contractual relationship between BELIMO and the Service User, are excluded.
- (2) To the extent allowed by applicable law, BELIMO shall be liable for defects of quality and title in the Services and/or the data retrieved only if BELIMO maliciously concealed a defect of quality and/or title from the Service User. Any further liability or warranty for the freedom from defects, of quality and title of the Services and/or the data retrieved is excluded.

7. Term, Termination

This Agreement shall have an indeterminate term. The agreement may be terminated by the parties at any time without grounds, for convenience. BELIMO may direct the

termination to the e-mail address provided by Service User in its Registration Data. The termination by the Service User is effectuated through the transfer or deletion of BELIMO devices claimed in the Service User's User Account and the subsequent deletion of the User Account. The Service User may find the technical instructions for that in its User Account as well as under www.belimo.com/iot. Nothing in this Section shall affect BELIMO's rights under Section 2(3).

8. Final provisions

- (1) This Agreement and all legal relationships between BELIMO and the Service in connection therewith shall be governed by Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (2) All disputes will be brought before and subject to the jurisdiction of the competent courts in the following place of jurisdiction: Zurich, Switzerland or the place of residence of the Defendant.
- (3) Amendments and supplements to these Terms of Use shall require written form. This shall also apply to amendments to this written form requirement itself. The requirement for written form may be observed by means of email or other electronic communication.
- (4) Neither party shall be responsible for failure or delay of performance if caused by: an act of war, terrorism, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); strike or labor dispute; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of the parties may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Service User's obligation to pay for the Services.
- (5) If, for reasons related to the Law on General Terms and Conditions of Trade, individual provisions of these Terms of Use are or become invalid/void or unfeasible in whole or in part, the statutory stipulations shall apply. If individual provisions of these Terms of Use are or become invalid/void or unfeasible in whole or in part for reasons other than the provisions of the Law on General Terms and Conditions of

Trade, the validity of the remaining provisions shall not be affected thereby. In lieu of the invalid provision, a provision shall be deemed to have been agreed upon that reflects to the extent possible the economic purpose of the invalid provision. The same shall apply in the event of a gap in this Agreement.

VERSION 2.0, effective as of 1 April 2019

Data Protection Statement

1. Information on the collection of personal data and supplier identification

- (1) Below, BELIMO provides information on the collection of personal data when using the BELIMO Services. Personal data are all data that can be related to persons, e.g. name, address, email addresses, patterns of use (hereinafter "**Personal Data**").
- (2) The service provider for BELIMO Services is BELIMO Automation AG Brunnenbachstrasse 1, CH-8340 Hinwil, Switzerland (hereinafter "**BELIMO**").
- (3) As part of the use of BELIMO Services it is possible that both Personal Data of the Service User or its employees as well as possibly the Personal Data of third parties (e.g. the Buyer of the device, who is not identical to the Service User, or of lessees or other contractual partners) may be processed.
- (4) In order to operate the BELIMO Services, to some extent BELIMO uses external service providers with registered office in Switzerland or within the European Union or the European Economic Area to process Personal Data. These were carefully selected by BELIMO and commissioned in writing. They are mandated to follow BELIMO's instructions and are regularly audited by BELIMO. The service providers shall not pass the Personal Data on to third parties.
- (5) Data are to some extent processed by employees of companies affiliated with BELIMO that have their registered office outside Switzerland or the European Union. BELIMO has concluded contracts with these affiliated companies to assure proper data protection.

2. Data security

BELIMO maintains current technical measures to guarantee data security, particularly for the protection of Personal Data from risks in data transmission as well as from knowledge by third parties. These are always adjusted to the current state of the art and periodically audited. The computing center for BELIMO Services is ISO/IEC 27001 certified. Communications take place via an encrypted connection, e.g. HTTPS.

3. **Collection of data in the configuration of the BELIMO device**

(1) The respective BELIMO device shall be installed by the Service User or a by a third party contracted to do so, e.g. a professional, in a heating ventilation or air conditioning system (hereinafter “**HVAC**”). As part of the installation, the BELIMO device must be configured. Within the scope of the configuration the following information is required:

- IP address of the BELIMO device
- product features and characteristics
- product configuration (type of operation, target values, interface configuration)

as well as the following information that may be recorded on a voluntary basis upon configuration:

- email address
- project name
- device name
- place of installation of the device
- building type (select)
- HVAC application (select)
- building address

(hereinafter “**Configuration Data**”)

(2) The Configuration Data will be stored locally on the BELIMO device. If no connection to the BELIMO Service Connection is set up, BELIMO will have no access to the Configuration Data. Processing of the Configuration Data by BELIMO may take place if BELIMO contracts for on-site maintenance of the BELIMO device.

4. **Set-up of the BELIMO Technical Support Services**

As part of the use of the BELIMO devices, BELIMO offers various Services (see Terms of Use, Sec. 2.2). In order to be able to use the BELIMO Services, as part of the configuration of the BELIMO device, the Service User must select the use of the BELIMO Services by clicking on the appropriate button. The following options are available for selection:

- Service Connection: [yes] or [no]
- Service Access: [read only] or [read / write]
- Software Update via Service Connection: [yes] [notification only / manual installation] or [automatic]

5. Collection of data upon Activation of the Service Connection and use of the BELIMO Technical Support Services

(1) If the Service Connection is Activated, the following data will be collected and exchanged between the BELIMO device and the BELIMO Service Connection (hereinafter “**Configuration and Condition Data**”):

- Configuration Data (Sec. 3.1 of this Data Protection Statement)
- SW Info (name, version, patch level)
- system condition values (system utilization and history)
- HVAC condition values (actual values of sensors, target values of actuators, information, warning and error reports)

(2) As long as Activated devices are not yet Claimed by any Service User, only the following data shall be stored by BELIMO (hereinafter “**Statistical Data**”):

- product features and characteristics
- product configuration (type of operation, target values, interface configuration)
- SW info (name, version, patch level)
- system condition values (system utilization and history)
- HVAC condition values (actual values of sensors, target values of actuators, information, warning and error reports)

The remaining Configuration and Condition Data shall be discarded from the Service Connection.

These Statistical Data shall be processed for the purposes of future optimization and further development of the BELIMO devices as part of anonymous analyses and statistical evaluations. These analyses and statistical evaluations shall not be combined with Personal Data. The Service User may oppose this use of the Statistical Data by deactivating the Service connection (see Sec. 4).

(3) As soon as a User Account is registered, the Registration Data (pursuant to Sec. 3.2 of the Terms of Use) and after Claiming of the respective BELIMO Device, the Configuration and Condition Data shall be collected and stored (jointly hereinafter “**Service Data**”). The Service Data shall be processed for the provision of the Services pursuant to Sec. 2.2 of the Terms of Use.

6. Rights to information and revocation, reservation of consent and obligation to delete

- (1) The Service User shall have the right at any time to demand information from BELIMO concerning the Personal Data for the Claimed device that are stored at BELIMO, as well as their provenance, the recipients or categories of recipients to which these Personal Data are transmitted and the purpose of the storage.
- (2) To the extent that BELIMO wishes to collect Personal Data for purposes other than those cited in this Data Protection Statement, BELIMO shall do this only if there is statutory permission for this or the consent of the Service User is obtained. If the Service User has given consent for the use of Personal Data, this may be revoked at any time simply by transferring the Devices managed in its User Account to another Service User or deleting the respective Devices from its User Account and subsequently delete the User Account. The technical instructions for that may be found under www.belimo.com/iot.
- (3) As soon as they are no longer needed for the purposes for which they were collected, all Personal Data shall be deleted, unless BELIMO is obliged to retain them based on statutory provisions. Should BELIMO be obliged to retention, the Personal Data shall be deleted upon the expiration of the retention periods prescribed by law. Deletion of the Personal Data shall be done in particular if the Service User transfers the claimed BELIMO Device to another Service User or if it deletes the respective BELIMO Device from its User Account and subsequently also deletes its User Account. The technical instructions for that may be found under www.belimo.com/iot.
- (4) All requests for information, inquiries or opposition to the processing of Personal Data are to be addressed via email to the regional contact person listed under www.cloud.belimo.com.

7. Revision of this Data Protection Statement

BELIMO reserves the right to revise this Data Protection Statement as needed to adapt to technical developments or in connection with the offer of new services or products. The current version may always be examined at www.cloud.belimo.com.

VERSION 2.0, effective as of 1 April 2019

Agreement on Contract Data Processing Appendix

This Agreement for Contract Data Processing (hereinafter also “**Agreement**”) details the obligations of BELIMO under the data protection laws that result from the provision of the BELIMO Technical Support Services for the Service User. The contract concluded based on the Terms of Use between the Service user and BELIMO shall hereinafter be called “**Service Contract**”. The Agreement shall apply to all activities that are related to the contracted Services and in which BELIMO, its employees or third parties contracted by BELIMO collect, process or use the Service User’s personal data.

1. Definitions

- (1) Personal Data: Personal Data are individual information concerning personal or substantive relationships of a particular person or one whose identity can be determined.
- (2) Contract Data Processing: Contract Data Processing is the storage, changing, transmission, blocking or deletion of Personal Data by BELIMO on behalf of the Service User.
- (3) Instructions: Instructions are the order by the Service User directed at a particular handling of Personal Data by BELIMO for the purpose of data protection (e.g. anonymization, blocking, deletion, surrender).

2. Subject of the order and responsibility

- (1) The subject of the order is the provision of the Services for the Service User. Specifically, the subject of the order, the term of the order and the type of data collection, processing or use results from the Service Contract concluded between the parties.
- (2) The term of this Agreement shall be determined by the term of the Service Contract. When the Service Contract ends, this Agreement also ends automatically, without the need for any separate termination.
- (3) BELIMO shall process the following types of data, which may contain Personal Data:
 - employee data
 - personal data of the Service User’s customers
 - address data
 - Data pursuant to Sec. 5.3 of the Data Protection Statement

- (4) Those affected by the data processing essentially consist of
- the Service User's employees
 - the Service User's customers
 - contractual partners of the Service User or its customers (e.g. lessees)
- (5) BELIMO shall process Personal Data under contract for the Service User. This includes services that are specified in the Service Contract. Within the scope of this Agreement, the Service User shall be solely responsible for compliance with the statutory provisions of the data protection laws, particularly for the lawfulness of the transmission of data to BELIMO, as well as for the lawfulness of the data processing ("Controller").
- (6) The contents of this Agreement shall apply analogously if the verification or maintenance of automated processes or data processing equipment is done under contract and if thereby access to Personal Data cannot be excluded.

3. Obligations of BELIMO

- (1) BELIMO may collect, process or use Personal Data only within the scope of the order and the Service User's instructions. The instructions shall initially be set forth in the Service Contract and may thereafter be changed, supplemented or replaced in written form or in text form by means of individual instructions (specific instruction). Instructions that extend beyond the contractually-agreed performance shall be treated as a request for a change in performance.
- (2) Within the scope of its responsibility BELIMO shall structure its internal organization such that it complies with the special requirements of data protection. It shall take technical and organizational measures for the appropriate securing of the Service User's data from abuse and loss that comply with the requirements of the applicable data protection laws.

All technical and organizational measures may be adapted to advances in technical and organizational development during the term of the Service Contract.

- (3) BELIMO warrants that the employees engaged in the processing of the data and other persons working for BELIMO are prohibited by an undertaking to collect, process or use data without authorization (confidentiality). Confidentiality shall continue to apply even after the end of the order.

- (4) BELIMO shall immediately notify the Service User in the event of serious disruptions to the course of operations, of suspicion of a breach of data protection or other irregularities in the processing of the Service User's data. BELIMO shall also immediately inform the Service User if the data protection regulatory authorities carry out controls or measures by regulatory authorities or if a competent authority carries out investigations against BELIMO or against third parties in BELIMO's business premises.
- (5) BELIMO shall block the access to the data subject of the Service Contract if the Service User so directs. The correction or deletion of data may be effectuated directly by the Service User (see also Sec. 3.4 of the Terms of Use and Sec. 6.3 of the Data Protection Statement). The technical instructions for that may be found under www.belimo.com/iot.

4. Obligations of the Service User

- (1) With respect to the data to be processed, the Service User and BELIMO are each responsible for compliance with the data protection laws applicable to it.
- (2) The Service User must inform BELIMO immediately and in full if, in the verification of the results of the order it determines errors or irregularities with respect to provisions of data protection laws.
- (3) The Service User is obligated to the statutory duties of information.
- (4) Should the Service User be obligated by law to give an individual person information on the collection, processing or use of that person's data, BELIMO shall support the Service User to the extent required in making this information available. This is conditioned on the fact that the Service User has requested this from BELIMO in writing or in text form, and the Service User reimburses BELIMO for the costs incurred by this support. BELIMO shall not respond to any demands for information and shall instead refer the person concerned to the Service User.
- (5) Should a person concerned contact BELIMO with demands for correction, deletion or blocking, BELIMO shall refer such person to the Service User.

5. Duties of audit

(1) Before acceptance of the data processing, and thereafter on a regular basis, the Service User shall audit the technical and organizational measures taken by BELIMO and document the result.

To this end the Service User may

- obtain self-reporting by BELIMO,
- request an attestation by an expert or a recognized certification body or
- after giving timely notice, and during normal business hours, and without disruption to the course of operations, audit personally or have an expert third party audit, to the extent that the latter is not a competitor of BELIMO.

(2) BELIMO undertakes that upon written request, and within a reasonable period of time, it shall give all information that is required for the performance of an audit.

6. Subcontractors

(1) The use by BELIMO of subcontractors for the Services is permissible. The Service User agrees that in order to fulfill its contractually-agreed performance BELIMO may call upon companies affiliated with BELIMO or may subcontract the performance of the Services to third parties.

(2) At the time of the conclusion of this Agreement the companies listed below work as subcontractors for partial performance for BELIMO and in this connection they also directly process and/or use the Service User's data. For these subcontractors the consent to such work shall be deemed to have been granted:

Name and address of subcontractors	Description of the partial performance
Ergon Informatik AG, Merkurstrasse 43, 8032 Zurich	development and 4 th level support
Google Cloud Platform Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland (cloud.google.com)	hosting

(3) Should BELIMO place orders with a subcontractor, BELIMO shall be obliged to transfer its obligations under this contract to the subcontractor. Sentence 1 shall apply in particular to requirements as to confidentiality, data protection and data

security between the parties to this Agreement. Any audit of the subcontractor by the Service User shall take place only in coordination with BELIMO. Upon written request the Service User shall be entitled to obtain information from BELIMO concerning the subcontractor's obligations with regard to data protection, and if necessary. BELIMO reserves the right to invoice based on time and labor spent.

- (4) There is no requirement to obtain consent for a contractual relationship with a subcontractor if BELIMO contracts with third party within the scope of performance that is ancillary to the main performance, such as for external personnel, postage and shipment services or maintenance. BELIMO shall make agreements with this third party to the extent necessary to assure appropriate data protection.

7. Miscellaneous

- (1) Should the Service User's data that are with BELIMO be jeopardized by means of attachment or seizure, by a bankruptcy or settlement proceeding or by other events or measures by third parties, BELIMO shall inform the Service User of this immediately. BELIMO shall immediately inform all those responsible in this connection that the sovereignty and title to the data are exclusively those of the Service User as "Controller".
- (2) In the event of any contradictions, the stipulations of this Data Protection Statements shall take precedence over the stipulations of the contract. Should individual parts of this Appendix be invalid, this shall not affect the validity of the rest of the Appendix.
- (3) Amendments and supplements to this Agreement and all its components require a written agreement by BELIMO and Service User and the explicit reference to the fact that this is an amendment or supplement to this Agreement. This shall also apply to the waiver of the formal requirement.
- (4) Aside from that, the stipulations of the Terms of Use shall apply.