

## 1. General Information

These Terms of Use govern the granting of rights of use to the “Admixture Service Portal” web-based database (“**MBCC Database**”) developed by Master Builders Solutions Deutschland GmbH, 83308 Trostberg, Germany, a company of the MBCC Group (“**MBCC**”), and accessible at: <https://admixture-service.mbcc-group.com>.

## 2. License to Use the MBCC Database

### 2.1 General Provisions

Use of the MBCC Database, which the User can access via the following link: <https://admixture-service.mbcc-group.com> requires prior consent to these Terms of Use by the User.

The MBCC Database provides following features for the Users:

- Manage and control external service providers performing maintenance on customer site;
- Create and approve incoming service requests raised by customer or service provider;
- Allocate work orders to service providers and technicians;
- Overview of service-related core data (e.g. customers, customer sites, control panels, equipment sets, work orders incl. status etc.);
- Insights into performed services when controlling incoming invoices from service providers;
- Tracking of performed services and KPI dashboard.

The use of the MBCC Database is only allowed for this specific purpose.

Using the MBCC Database requires suitable terminal devices and Internet access, through which costs for the Internet access may be incurred.

The usage of the MBCC Database may require a successful User registration with MBCC. If required the User must create an account and fill in certain mandatory information. The User must ensure that all data provided are accurate and true. The User must further define a username and a safe password following certain predefined criteria provided in the registration section of the MBCC Database to be able to access the MBCC Database. The User is solely responsible to strictly protect the secrecy of the username and the passwords from any unauthorized access and/or use.

### 2.2 Maintenance and Support for the MBCC Database

MBCC is not obligated to update and/or upgrade the MBCC Database and/or to offer regular updates and/or upgrades. MBCC is allowed to modify, change, add to, terminate, or suspend any part of the MBCC Database at any time and without a prior notice. MBCC is not under an obligation to provide any website / Database maintenance or customer support.

### 2.3 Intellectual Property; Trademarks

The MBCC Database, graphics, video clips, diagrams, photos and illustrations, user interfaces, audio clips, and editorial content contain protected content and materials of MBCC or third parties. All rights thereto are held by MBCC or third parties. This applies even if the User modifies the MBCC Database or combines it with the User's own programs or those of a third party. If and insofar as content of the MBCC Database contains intellectual property of third parties, it is warranted that MBCC has properly obtained such intellectual property from third parties and is authorized to use it and license it to further parties within the scope of the MBCC Database. The User is not authorized to use any such protected content or materials in any manner whatsoever except within the scope of the use of the MBCC Database as intended in accordance with these Terms of Use.

### 2.4 Third-Party Websites; Disclaimer

Hyperlinks to third-party websites may be contained within the scope of the MBCC Database. MBCC does not endorse either these third-party websites or their content. In all cases, the respective provider or operator of the sites in question is responsible for the content of the sites linked to. The sites linked to were reviewed for possible legal violations at the time of placement of the link. Unlawful content was not ascertainable at the time of placement of the link. Ongoing monitoring of the content of the sites linked to is, however, not reasonable without concrete reason to suspect a legal violation. MBCC will remove such links immediately if it becomes aware of any legal violations. Furthermore, MBCC is not responsible for the availability of these websites or their content. The use of hyperlinks to these websites is at the User's own risk. In this context and subject to section 2.10, MBCC is not liable for damage or losses occurring through or as a result of the use of third-party websites. The use of links to outside websites is therefore at the User's own risk.

### 2.5 Rights of Use

**a. Scope of License** Subject to acknowledgement of and compliance with these Terms of Use by the User, MBCC hereby grants the User a free, non-exclusive, non-transferrable and unlimited in term right of use of the MBCC Database (“**License**”) as intended and within the scope necessary for such purpose on any number of suitable terminal devices.

### 2.6 Safety Systems

It is pointed out to the User that the MBCC Database may contain a safety system that protects the digital information and limits the use of the MBCC Database according to certain usage standards that have been established by MBCC (“**Safety systems**”). Each Safety system is an inseparable part of the MBCC Database. The User is obliged not to (i) violate (ii) to bypass (iii) to reverse engineer (iv) to decompile (v) disassemble (vi) or in any other manner to carry out unauthorized changes to the Safety systems or elements thereof or to help others in such actions.

### 2.7 Termination; Discontinuation of Rights of Use

This License remains in effect until termination by the User or by MBCC. Both, user and MBCC may terminate this License any time. The User may terminate this License with MBCC at any time without cause by discontinuing the usage of the MBCC Database and deleting its account.

### 2.8 Industrial Property Rights of Third Parties

MBCC warrants that the MBCC Database is free of third-party rights that restrict or preclude use thereof in accordance with these Terms of Use. If the use thereof as agreed is adversely affected by industrial property rights of third parties, MBCC has the right to either modify the MBCC Database such that the adverse effect no longer applies or to obtain authorization for the MBCC Database to be used in accordance with the Terms of Use, without limitation and without additional costs to the User.

MBCC's warranty obligation with regard to third-party industrial property rights is limited in any event to the MBCC Database and does not extend to third-party software that is necessary for the functionality of the MBCC Database.

In all cases, the User is obligated to notify MBCC in writing without delay if any claims regarding infringement of third-party industrial property rights are asserted vis-à-vis the User.

### 2.9 Warranty

The User shall have no warranty claims regarding defects in the MBCC Database, any incorrectness of information in the MBCC Database, unless MBCC has concealed the defects through deceit.

MBCC disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose.

#### **2.10 Limitation of Liability**

MBCC provides the MBCC Database with appropriate care, and merely on an "as is" basis. MBCC makes no representations or warranties with regard to the MBCC Database. MBCC disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the information in this content does not imply approval of the manufacturers of the products covered. MBCC assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk. MBCC is liable for damage or losses occurring through or as a result of the use of the MBCC Database only in cases of intent and gross negligence.

Further, MBCC is liable without limitation in case of damages resulting from injury to life, body or health due to a negligent breach of duty by MBCC or an intentional or negligent breach of duty by a legal representative or vicarious agent of MBCC.

#### **2.11 Limitation of Claims**

Any and all warranty claims, claims for damages, and claims to compensation for expenditures by the User shall become timebarred after one (1) year from the usage of the MBCC Database. This limitation period does not apply if MBCC has concealed a defect through deceit or is subject to compulsory liability on other legal grounds, for example as stated in section 2.10.

#### **2.12 Amendments and Changes to these Terms of Use**

MBCC reserves the right to amend these Terms of Use with regard to problems of equivalence or gaps / loopholes in the provisions hereof at any time and to subject the User's use of the MBCC Database to new or further terms of use. However, the aforementioned amendments will expressly not be referring to the content of the services performed by MBCC through the MBCC Database. Such amendments as well as the reasons for such amendments will be communicated to the User and will take effect without delay as soon as they have been accepted, and are then integrated into these Terms of Use. If and to the extent the User does not expressly disagree to such amendments within ten (10) calendar days as of the respective information the approval and consent of the User to these amendments will be deemed granted.

In the event that the User does not accept the amendments, MBCC is permitted to terminate these Terms of Use with the User. Should the User not expressly accept the amendments, but continue to use the MBCC Database nonetheless, this is deemed to constitute tacit acknowledgement of the amendments as well.

### **3. Miscellaneous**

#### **3.1. Entire Agreement**

These Terms of Use constitute the entire agreement between the User and MBCC. These Terms of Use supersede any prior agreements between the User and MBCC.

#### **3.2. Severability Clause**

Should individual provisions of these Terms of Use be or become null and void or invalid in whole or in part, the validity of the remaining provisions shall be unaffected thereby.

Failure by MBCC to assert a right or provisions of this Agreement does not constitute a waiver of such right or provision. MBCC is not responsible for non-fulfillment of obligations for reasons not imputable to MBCC.

#### **3.3. Governing Law**

These Terms of Use and the use of the MBCC App are subject to German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("CISG") and the German conflict-of-laws rules. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the User resides as a consumer, shall remain unaffected by the choice of law made in sentence 1.

#### **3.4. Place of Jurisdiction**

Insofar as there is no general place of jurisdiction in Germany or in another EU member state or the User transfers his place of residence to a country outside the EU or his place of residence or habitual residence is unknown at the time of bringing an action, the exclusive place of jurisdiction for all disputes arising from this contract shall be Mannheim.