

## Conditions of Use of the TESSA® OILTEST Oil Database

### I. Scope

1. These Conditions of Use apply to the use of the TESSA® OILTEST oil database (hereinafter referred to as the “oil database”) and the information it contains, which are provided by Maschinenfabrik Reinhausen GmbH and its associated companies in the terms of Paragraph 15 ff. of the German Stock Corporation Act\* (hereinafter referred to individually or collectively as “MR”). Use of the oil database is permitted exclusively on the basis of the following Conditions of Use. The user expressly accepts the scope of these conditions in their respective applicable version upon registering or logging in.
2. The functions and information provided by the oil database are aimed exclusively at entrepreneurs, corporate bodies under public law, or special assets under public law. In the terms of these Conditions of Use, an entrepreneur is any natural person, corporate entity, or legal partnership that uses the MR oil database in the performance of their commercial or independent professional activity. This does not constitute a claim to authorization or use of the oil database.

### II. Registration and Login Data

1. The user must receive prior authorization by MR for use of the oil database. Individual access to the oil database makes it possible for the user to use the access they have selected (Basic or Premium). In order to be registered, the user must complete the registration process truthfully and disclose the necessary information for this purpose.
2. After registration, MR reviews the data and sends a registration confirmation to the user by e-mail. MR sends new customers the individual access data required to use the oil database (username and password) in a separate e-mail (login data). The user is obligated to change the provided password immediately upon receipt. The user must select a secure password. Furthermore, login data must be protected against third-party access.
3. The user is responsible for all activities that take place using their login data. In the case of misuse or the suspicion of misuse of their login data, the user must change this data immediately and notify MR in writing.
4. MR retains the right to block or delete the access or login data of the user at any time, without an obligation to specify the reasons for doing so. In particular, this will come into question if there are any indications of improper use of the oil database.

\* The companies associated with Maschinenfabrik Reinhausen GmbH include Messko GmbH.

### **III. Premium Access**

1. MR offers the user a choice between Basic and Premium access. Registration for Basic access is free of charge for the user. Premium access offers the user an expanded range of services. The exact range of services is described here: <<Link>>. An annual usage fee must be paid in advance for Premium access. Currently, the usage fee for Premium access is based on the number of transformers. The user will be informed of the fee in a separate quotation.
2. For Premium access, a minimum contract duration of twelve (12) months applies, starting with receipt of the e-mail in accordance with Par. II 2. Once the minimum contract duration has expired, the contract will be extended automatically by one (1) year, provided that one of the parties to the contract has not terminated the contract while complying with a cancellation period of three (3) months before the expiration of the minimum contract duration or the respective extension period. The user can submit a cancellation in writing by e-mail to oiltest@reinhausen.com.
3. Once the cancellation goes into effect, the contractual relationship will end and the user will no longer have Premium access. MR reserves the right to lock the user's username and password once cancellation goes into effect. Furthermore, MR is authorized to irretrievably delete all of the data generated in the course of the usage relationship 30 calendar days after the cancellation comes into effect and after any legal retention periods have expired. Par. 3 does not apply if the user continues to use Basic access.

### **IV. General Terms of Use**

1. MR is obligated to maintain a yearly average of 98.5% oil database availability for the agreed services. This includes required maintenance work. Availability may not be interrupted for longer than 48 hours at a time.
2. MR expressly retains the right to eliminate access to the oil database temporarily or permanently for maintenance or safety purposes. MR does not guarantee uninterrupted functionality of or accessibility to the oil database.
3. The user is obligated to use the oil database properly, in particular in accordance with the provisions set out here.
4. In particular, the user must ensure that the oil database does not experience any damage or disruptions due to its use. However, if MR incurs damages due to the user's improper use of the oil database, the user will be obligated to compensate MR for the resulting damage.
5. MR will not backup any data for content generated by the user. The user alone is responsible for this.

## **V. Intellectual Property**

1. The text, images, logos, and graphics depicted within the oil database as well as any other oil database content (hereinafter referred to as “oil database content”) are protected by copyright or other protective rights.
2. MR grants the user only the rights to the oil database content that are required for proper use of the oil database.
3. Unless otherwise expressly permitted as part of these Conditions of Use or confirmed by MR expressly in writing, oil database content may not be reproduced, distributed, made public, changed, or processed.

## **VI. Data Protection**

Handling of personal data within the scope of the oil database is governed by a separate privacy policy. This privacy policy is part of these Conditions of Use.

## **VII. Final Provisions**

1. MR reserves the right to change, supplement, or replace these Conditions of Use at any time.
2. The exclusive place of jurisdiction for all disputes resulting from the business relationship between MR and the user is the MR headquarters in Regensburg, Germany. MR is also authorized to raise claims at the user’s location as well as at any other permissible place of jurisdiction.
3. Legal relationships between MR and the user shall be subject to German law, under the exclusion of the United Nations Convention on Contracts on the International Sale of Goods (CISG).
4. If any provision of these Conditions of Use becomes ineffective or unenforceable, in whole or in part, this will not impact the validity of the remaining provisions. In place of the ineffective or unenforceable provision, another effective or enforceable provision that comes closest to the purpose of the ineffective or unenforceable provision will apply as agreed.

As at: 01/2019