

Rittal – The System.

Faster – better – everywhere.



RiZone OTM Suite

Terms and Conditions

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

FRIEDHELM LOH GROUP



RiZone OTM Suite Terms and Conditions

A. General Terms and Conditions

1. General

- 1.1 "RITTAL," as used in these Terms and Conditions, refers to RITTAL GmbH & Co. KG, Auf dem Stützelberg, 35745 Herborn, Germany, or the company named in the order confirmation.
- 1.2 "Contracting Party" as used in these Terms and Conditions refers to companies, businessmen, legal entities under private or public law, or special funds under public law that are named as a contracting party in RITTAL's order confirmation and are thus entitled to use the "RiZone OTM Suite" software or other services to be provided by RITTAL in accordance with these Terms and Conditions.
- 1.3 "Affiliated Companies" as defined in these Terms and Conditions are legally independent companies that (a) hold a majority of the shares or a majority of the voting rights in another company (majority interest), as well as companies subject to such a majority interest, or (b) can exercise a controlling influence, directly or indirectly, over another company (controlling relationship), as well as those companies subject to such a controlling relationship, or (c) are managed under common control or are otherwise dependent on one another.

2. Subject Matter of the Agreement

RITTAL grants the contracting party the right to use RiZone OTM Suite and provides related services in accordance with these Terms and Conditions.

3. Conclusion of the Contract

- 3.1 All offers made by RITTAL are subject to change and non-binding. This also applies if RITTAL has provided the contracting party with service descriptions containing currently valid prices. RITTAL reserves the copyright to all product-related documentation.
- 3.2 The Contracting Party's order for the products shall be deemed a binding offer to enter into a contract. A contract is formed upon receipt of RITTAL's order confirmation, which must be in writing. The contract is also formed when RITTAL fulfills the order. If RITTAL has declared itself bound to an offer specified by subject matter and price for a certain period, the contract is formed only if the Contracting Party accepts the offer in writing within the binding period.
- 3.3 The Contracting Party's general terms and conditions shall not become part of the contract even if RITTAL does not expressly object to them.

4. Obligation to Inspect and Give Notice of Defects

If a defect in the RiZone OTM Suite or any other service provided by RITTAL becomes apparent after delivery or during the term of the contract, the Contracting Party shall notify RITTAL of the defect without delay. If the Contracting Party fails to notify RITTAL of defects that it has identified or could have identified had it properly fulfilled its commercial inspection obligations, or fails to do

so in a timely manner, it shall forfeit its warranty claims with respect to the unreported defects. Warranty claims are excluded for defects that were already known to the contracting party at the time the contract was concluded or that remained unknown due to gross negligence.

5. Warranty

- 5.1 Unless otherwise specified below, the statutory provisions apply to the Contracting Party's rights in the event of material defects and defects of title.
- 5.2 RITTAL warrants that the RiZone OTM Suite and the services provided by RITTAL comply with applicable German regulations and standards.
- 5.3 RITTAL is not aware of any material functional defects, restrictions on use, or other material or legal defects in the RiZone OTM Suite.
- 5.4 In the event of material defects in the RiZone OTM Suite and the services provided by RITTAL under the contract for work and materials, RITTAL shall initially provide warranty by subsequent performance. To this end, RITTAL shall, at its sole discretion, provide the contracting party with a new, defect-free software version or a new, defect-free service, or remedy the defect. Remedying the defect also includes RITTAL providing the contracting party with reasonable options for avoiding the effects of the defect.
- 5.5 In the event of legal defects in the RiZone OTM Suite and the services provided by RITTAL, RITTAL shall initially provide warranty by means of subsequent performance. To this end, RITTAL shall, at its sole discretion, provide the Contracting Party with a legally sound means of using the defective service or with replaced or modified equivalent contractual items.
- 5.6 The Contracting Party is obligated to accept a new software version, if the contractual scope of functionality of the standard software is maintained and the acceptance does not result in significant disadvantages.
- 5.7 The Contracting Party's right to terminate the contract on the grounds of failure to provide the right to use the product is excluded, unless rectification or replacement within a reasonable period has failed; an insignificant reduction in usability shall not be taken into account. RITTAL shall pay damages or reimburse futile expenses resulting from a defect within the limits specified in these Terms and Conditions.
- 5.8 If RITTAL performs services related to troubleshooting or defect rectification without being obligated to do so, RITTAL may demand compensation for such services in accordance with its standard rates. This applies, in particular, if a defect cannot be verified or is not attributable to RITTAL. Compensation is also due for any additional expenses incurred by RITTAL as a result of the Contracting Party's failure to properly fulfill its obligations to inspect the goods and give notice of defects.
- 5.9 If a third party asserts claims that prevent the contracting party from exercising the rights of use granted to it under the contract, the Contracting Party shall notify RITTAL immediately in writing. The contracting party hereby authorizes RITTAL to conduct the appropriate legal defense against the third party, both in and out of court, on its own responsibility. If the contracting party is sued, it shall consult with RITTAL and shall take any procedural steps—in particular, an admission of liability or a settlement—only with RITTAL's consent.

- 5.10 The Contracting Party may only assert rights arising from other breaches of duty by RITTAL, if it has notified RITTAL of the breach in writing and has unsuccessfully granted RITTAL a reasonable grace period to remedy the breach. This does not apply if, given the nature of the breach, a remedy is not feasible. The limits specified in these Terms and Conditions apply to claims for damages or reimbursement of futile expenses.

6. Liability

- 6.1 Unless otherwise provided in these Terms and Conditions, including the following provisions, RITTAL shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.
- 6.2 RITTAL shall be liable for damages, regardless of the legal basis, only in cases of willful misconduct and gross negligence, unless the law provides for liability even without fault. Furthermore, RITTAL shall also be liable in cases where the degree of fault is less than that specified in the first sentence (simple negligence), but only
- for damages resulting from injury to life, limb, or health, and
 - for damages resulting from a breach of a material contractual obligation, in which case RITTAL's liability is limited to compensation for the foreseeable, typically occurring damage. A contractual obligation is considered material if its fulfillment is essential for the proper performance of the contract and if the Contracting Party reasonably relies on its fulfillment.
- 6.3 The limitation of liability pursuant to Section 6.2 does not apply in cases of fraudulent misrepresentation, the assumption of an independent guarantee, or claims under the Product Liability Act.
- 6.4 To the extent that RITTAL's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and agents.

7. Statute of Limitations

- 7.1 The mutual claims of the Contracting Parties shall be subject to the statute of limitations in accordance with statutory provisions, unless otherwise specified below.
- 7.2 The statute of limitations for claims arising from material defects and defects of title is one year from the date of delivery of the RiZone OTM Suite or the provision of the service, unless the defect was fraudulently concealed by RITTAL or is based on an intentional breach of duty. If acceptance has been agreed upon, the statute of limitations begins upon acceptance. The statute of limitations provisions of the Product Liability Act remain unaffected.

8. Fees and Invoicing

- 8.1 The amount of compensation payable by the Contracting Party for the use of RiZone OTM Suite or for the service to be provided by RITTAL is based on RITTAL's price list valid at the time the contract is concluded, unless otherwise agreed. All amounts are exclusive of the applicable statutory value-added tax.
- 8.2 Unless otherwise agreed, the invoiced amount is due immediately upon receipt of the invoice by the Contracting Party, without any deductions, and shall be paid by wire transfer to RITTAL's bank

account within thirty (30) days. The invoice is deemed to have been received three days after it was issued, unless the Contracting Party provides proof of a different date of receipt. Upon expiration of the aforementioned payment period, the Contracting Party shall be in default without the need for a reminder.

- 8.3 The Contracting Party may set off only undisputed or legally established counterclaims. The Contracting Party is entitled to rights of retention only to the extent that they are based on the same legal transaction.
- 8.4 Objections to the invoice amount must be raised in writing with RITTAL immediately, and no later than two weeks after receipt of the invoice.

9. Performance Period

- 9.1 RITTAL shall adhere to the deadlines and dates specified for the performance of the contract, provided that all technical issues have been clarified and the Contracting Party has fulfilled its obligations to cooperate in a timely, complete, and proper manner. Performance dates or deadlines are binding only if RITTAL has confirmed them in writing.
- 9.2 If RITTAL fails to perform on time for reasons attributable to it, the Contracting Party shall set a reasonable grace period for performance in writing, which shall generally be two weeks. Upon RITTAL's request, the Contracting Party is obligated to declare within a reasonable period of time whether it is withdrawing from the contract and/or claiming damages in lieu of performance due to the delay that has occurred, or whether it continues to insist on performance.

10. Force Majeure, Disruption of the Basis of the Transaction, Reservation of Performance

- 10.1 In the event of force majeure affecting RITTAL itself or its suppliers, RITTAL's obligations to deliver and perform shall be suspended for the duration of the disruption as well as a reasonable restart period. Force majeure is an event external to the business, caused by external forces of nature or other extraordinary environmental events or by the actions of third parties, which, according to human judgment and experience, is unforeseeable and cannot be prevented or rendered harmless even by the utmost reasonably expected under the circumstances, and which cannot be accepted due to its frequency. A case of force majeure shall be presumed to exist, in particular, in the event of a pandemic or epidemic. The same applies in the event of energy or raw material shortages, labor disputes, operational disruptions of any kind, transportation delays, labor shortages, difficulties in obtaining necessary official permits, or other official measures and orders.
- 10.2 If a significant change occurs in the circumstances existing at the time the contract was concluded, as a result of which RITTAL cannot reasonably be expected to continue to perform the contract, RITTAL is entitled to withdraw from the contract.
- 10.3 RITTAL's performance of the contract is subject to the condition that RITTAL thereby neither violates any provisions of national or international foreign trade law nor contravenes any sanctions or embargoes.
- 10.4 RITTAL shall be released from its performance obligations, if and to the extent that a supplier to RITTAL remains permanently in default of performance, even though RITTAL carefully selected the supplier and concluded a corresponding hedging transaction with the supplier in a timely

manner. RITTAL remains obligated to perform, if RITTAL is responsible for the failure to receive delivery itself or was aware of, or should have been aware of its supplier's inability or unwillingness to perform when RITTAL made a commitment to the Contracting Party. RITTAL is obligated to notify the Contracting Party immediately of the relevant circumstances and to reimburse the Contracting Party for any consideration already provided.

11. Data Protection

- 11.1 RITTAL is entitled to collect, process, and store personal data of the user of the RiZone OTM Suite in accordance with and in compliance with the provisions of applicable data protection laws, guidelines, and other regulations.
- 11.2 Should RITTAL conduct any analysis of user data, RITTAL will do so exclusively to the extent permitted under data protection law.

12. Data Use

- 12.1 The Contractual Partner grants RITTAL and its Affiliates a non-exclusive, non-transferable license—which may be sublicensed only within the scope of the agreed-upon purpose of the contract—to collect and use non-personal product data and related service data as defined in Regulation (EU) 2023/2854 of December 13, 2023 ("Data Regulation"), which are generated by the networked products and/or associated services delivered to the Contractual Partner ("Generated Data"). The license is limited to the term of the Contract and is granted exclusively for the purpose of performing and improving the contractual services.
- 12.2 Notwithstanding any other provisions regarding the use of the data, RITTAL may use the generated data for the following purposes: (a) to fulfill contractual obligations, (b) to provide support or similar services, (c) to comply with legal requirements, (d) quality control, including monitoring and maintaining the functionality, security, and reliability of the product or the associated service, (e) developing and improving products and services, (f) aggregating this data with other data or creating derived data exclusively in anonymized form for internal lawful purposes, Disclosure to third parties shall occur only to the extent necessary to fulfill the contract or if the Contracting Party has given prior consent, provided that such data does not allow for the identification of the specific data transmitted by the connected product to the data owner, or that a third party is unable to derive such data from the dataset.
- 12.3 RITTAL is entitled to disclose the generated data to third parties for the aforementioned purposes, provided that this is necessary for the performance of the contract or is done with the consent of the contracting party.

13. Export Compliance

- 13.1 For (a) the cross-border transfer of goods (products, software, and technology) as well as for (b) the provision of services (e.g., installation, maintenance, servicing, repair, instruction, and training) abroad or with extraterritorial effect, which serves to fulfill RITTAL's contractual obligations, national and European foreign trade law as well as—where applicable—U.S. export control law shall apply. Individual deliveries or services may be subject to restrictions or prohibitions under

these regulations. If this is the case, RITTAL shall be released from its obligation to perform to the extent of the restriction or prohibition.

- 13.2 The Contracting Party is obligated to provide RITTAL, upon request, with adequate and complete information regarding the end use and final destination of the goods to be delivered or the services to be rendered. For this purpose, the Contracting Party shall issue the necessary documents using officially prescribed forms and provide RITTAL with the originals so that RITTAL can review them and provide the required evidence to the competent regulatory authority.
- 13.3 In the event that an export or transfer license or any other foreign trade license or authorization is required, RITTAL's obligation to perform is contingent upon the competent authority granting such license or authorization. If the permit or authorization is not granted, or if other obstacles under foreign trade or customs law prevent the performance of the contract, RITTAL is entitled to withdraw from the contract in its entirety or with respect to the affected delivery or service obligation. Services already rendered must be reversed, provided that no obstacle under foreign trade law prevents this.
- 13.4 Compliance with agreed delivery deadlines is subject to the timely issuance of the necessary export or transfer permits or other approvals by the competent authority. If such permits or approvals are delayed, the delivery deadline shall be extended by the duration of the administrative procedure plus a reasonable restart period following receipt of a positive decision; during this time, RITTAL shall not be deemed to be in default.
- 13.5 The Contracting Party must take appropriate measures to ensure that the goods, intellectual property rights, trade secrets, and rights of access or reuse within the meaning of Articles 12g and 12ga of Regulation (EU) No. 833/2014 and Article 8g of Regulation (EU) No. 765/2006 ("sanctioned items") that are delivered to the contracting party by RITTAL under this contract, or entrusted to or granted to the contracting party by RITTAL, and that are listed in the goods list under Articles 12g and 12ga of Regulation (EU) No. 833/2014 and Article 8g of Regulation (EU) No. 765/2006, shall not, either directly or indirectly, enter the Russian Federation or Belarus, nor shall they be intended for use there. The mere assumption of a contractual obligation aimed at doing so is prohibited, as is any arrangement that could be construed as a circumvention of the foregoing prohibition.
- 13.6 If the Contracting Party becomes aware of any third-party activities that suggest a violation of the obligations set forth in Section 13.5, it shall notify RITTAL immediately. The Contracting Party shall assist RITTAL to the best of its ability in investigating and remedying the situation.
- 13.7 A violation of Section 13.5 constitutes a serious breach of contractual obligations, entitling RITTAL to terminate the contractual relationship for cause. In addition, RITTAL may require the Contracting Party to take appropriate remedial measures.

14. Final Provisions

- 14.1 The order confirmation sent by RITTAL and these Terms and Conditions together constitute a single contract; in the event of any inconsistencies, the order confirmation shall take precedence.
- 14.2 RITTAL reserves the right to amend these Terms and Conditions to reflect changes in legal or technical circumstances, provided that the functionality of the services for the Contracting Party remains unaffected and the amendments are of no material significance to the contractual rights

and obligations of the parties. RITTAL shall notify the Contracting Party of such amendments at least two months prior to their scheduled effective date.

- 14.3 If amendments to these Terms and Conditions result in material changes to functionality or services to the detriment of the Contracting Party and/or affect the fundamental rights and obligations of the parties under the contract, the Contracting Party has the right to object to the amendment within one month of receiving notice of the amendment and to terminate the contract effective as of the date of entry into force of the amendments as notified by RITTAL. The notice of termination must be in writing in accordance with Section 126(1) of the German Civil Code (BGB) to be effective. If the notice period expires without the Contracting Party issuing a notice of termination, the amendments shall be deemed to have been effectively agreed upon. In the notice of amendment, RITTAL shall inform the Contracting Party of its right to terminate the contract.
- 14.4 If the user is a businessman, a legal entity under public law, or a special fund under public law, the exclusive—including international—place of jurisdiction for all disputes arising from and in connection with this contract shall be RITTAL's place of business. If RITTAL files a lawsuit, RITTAL is also entitled to sue the Contracting Party at the Contracting Party's place of business.
- 14.5 The law of the Federal Republic of Germany applicable to domestic contracting parties shall apply.

B. Software Subscription

1. Type and Scope of the RiZone OTM Suite, Download

- 1.1 The Contracting Party may refer to the service description provided along with RITTAL's offer for details on the scope of functions and services provided by the RiZone OTM Suite.
- 1.2 Unless otherwise agreed, the subject matter of the contract is the standard version of the RiZone OTM Suite as well as the corresponding Basic Support. The standard version is provided to the Contracting Party in the version generally released by RITTAL at the time the contract is concluded.
- 1.3 The source code of the software is not the subject matter of this contract. All rights to the source code remain with RITTAL.
- 1.4 The specifications in effect at the time of contract conclusion and made available to the Contracting Party prior to such conclusion shall be exclusively decisive for the characteristics of the RiZone OTM Suite. In particular, characteristics exceeding those specified in the service description cannot be inferred from other representations of the RiZone OTM Suite in public statements or in advertising by RITTAL and/or the manufacturer, as well as their employees or distribution partners, unless RITTAL has expressly confirmed such additional characteristics to the Contracting Party in writing in accordance with Section 126(1) of the German Civil Code (BGB).
- 1.5 RITTAL makes the RiZone OTM Suite available to the Contractual Partner via download for installation on the Contractual Partner's IT environment or that of the party commissioned by the Contractual Partner to provide an IT environment, for temporary use in exchange for a fee. Use of the software is only possible upon receipt and entry of the license proof (e.g., license key, license file), which RITTAL will provide to the Contracting Party after the contract has been concluded.
- 1.6 To download the software, a user account must be created at the RITTAL Software Center, accessible at <https://software-download.rittal.com/>. A valid email address is required for this

purpose. If the user of the RiZone OTM Suite is not the Contracting Party, the Contracting Party shall notify RITTAL of the third party authorized to use the software. CIDEON Software & Services GmbH & Co. KG, Lochhamer Schlag 11, 82166 Gräfelfing ("CIDEON"), an affiliate of RITTAL, operates the download portal.

2. License, Sublicensing, and Restrictions on Use

- 2.1 RITTAL grants the Contractual Partner a simple, non-exclusive, fee-based, time-limited right of use ("License") to the RiZone OTM Suite, including associated documentation, in accordance with these Terms and Conditions and to the extent specified in RITTAL's license model in effect at the time the contract is concluded. The Contracting Party is entitled to make full use of the RiZone OTM Suite for its own business purposes. This includes, in particular, the right to commercially exploit the RiZone OTM Suite.
- 2.2 The Contracting Party is entitled to transfer and sublicense the RiZone OTM Suite to third parties, provided that the RiZone OTM Suite is an integral part of the Contracting Party's own service offering and that no further rights of use to the RiZone OTM Suite are granted to the third party than those to which the Contracting Party is entitled under these Terms and Conditions. The Contracting Party shall impose on the third party at least the obligations arising from these Terms and Conditions with respect to the RiZone OTM Suite. A prerequisite for such transfer and sublicensing is that the Contracting Party is liable to RITTAL for all acts and omissions of third parties as if they were its own conduct. If the Contracting Party transfers its right to use the RiZone OTM Suite, it shall also provide the third party with the documentation. Any use of the RiZone OTM Suite beyond this scope is prohibited, unless RITTAL has consented to such expanded use in advance in writing in accordance with Section 126(1) of the German Civil Code (BGB).
- 2.3 The grant of the license in accordance with the applicable license model begins on the date specified in the order confirmation and is subject to the condition precedent of full payment of the subscription fee in the agreed-upon amount.
- 2.4 The Contracting Party is prohibited from using technical solutions intended to enable use beyond the scope of the acquired license.
- 2.5 The use of the RiZone OTM Suite in high-risk areas—for example, for the operation of nuclear power plants, air traffic control systems, weapons of war, life-support equipment, or comparable high-risk applications where performance failures could result in injury to persons or damage to property of significant value—is prohibited.
- 2.6 The Contracting Party is prohibited from modifying the software, in particular from decompiling it, unless RITTAL has granted the Contracting Party written permission to do so in accordance with Section 126(1) of the German Civil Code (BGB). In exceptional cases, the Contracting Party may deviate from the prohibition on modification even without express permission if the measure—particularly in the event of an imminent functional limitation or system failure—is necessary to
 - a) establish interoperability with other hardware and software used by the Contracting Party,
 - b) ensure or restore intended use, or
 - c) to remedy a serious defect.

- 2.7 If, as part of rectification or maintenance, RITTAL provides the Contracting Party with a new version of the RiZone OTM Suite in the standard version that replaces previously provided contractual items (old version), the new version shall be subject to these Terms and Conditions.
- 2.8 If RITTAL provides the Contracting Party with a new version of the standard software, the Contracting Party's rights with respect to the old version shall expire without the need for an express request by RITTAL to return or delete it. The Contracting Party may continue to use the old version for as long as necessary for compatibility reasons. The Contracting Party has no claim against RITTAL for Basic Software Support services with respect to the old version, in particular no claim to maintenance and support. RITTAL reserves the right to continue supporting selected old versions for a specific period beyond this, as indicated in the currently valid release notes.

3. Basic Software Support and Software Maintenance

- 3.1 The Contracting Party participates in Basic Software Support as offered by RITTAL in accordance with the currently valid service description for the RiZone OTM Suite. Unless otherwise agreed, RITTAL shall provide the latest version of the standard software during the term of the contract. RITTAL is obligated to provide support services only for this latest version. Basic Software Support covers both the software and the accompanying RITTAL software documentation. The Contracting Party's rights and obligations regarding new versions provided as part of Basic Software Support are governed by these Terms and Conditions.
- 3.2 The Contracting Party shall receive the standard version of each new software release, as specified in the corresponding service description and the version-specific release notes. The contracting party is solely responsible for implementing any project-specific customizations. Custom programs and project-specific adaptations of the RiZone OTM Suite based on customization technologies such as API programming, scripting, customization of master data, batch routines, and the like are excluded from Basic Software Support and software maintenance. Any work required in this regard to maintain operability following the delivery of new software versions of the standard software, as well as any necessary support, must be separately commissioned and paid for by the Contracting Party.

4. Protection of Contractual Items, Right of Inspection

- 4.1 Unless rights are expressly transferred to the Contracting Party under these Terms and Conditions, all rights to the RiZone OTM Suite (and to all copies made by the Contracting Party)—in particular copyrights and industrial property rights—remain with RITTAL or, in the case of the delivery of third-party software, with the respective supplier of such software. This also applies to modifications to the RiZone OTM Suite made by RITTAL, the licensor, or third parties.
- 4.2 The Contracting Party shall store the RiZone OTM Suite with due care to prevent misuse. The Contracting Party shall make the RiZone OTM Suite (whether unmodified or modified) available to unauthorized third parties only with RITTAL's consent. Such consent shall be provided in writing in accordance with Section 126(1) of the German Civil Code (BGB).
- 4.3 The Contracting Party is prohibited from altering or removing copyright notices, marks, and/or control numbers or symbols belonging to RITTAL or the respective licensor.

- 4.4 The Contracting Party shall maintain records of the copies of the RiZone OTM Suite that it has produced on data carriers in accordance with the contract and of their whereabouts, shall provide RITTAL with information regarding this upon request, and shall grant RITTAL access to its records upon request.
- 4.5 If the Contracting Party transfers data storage media, storage devices, or other hardware on which the RiZone OTM Suite is stored (in whole or in part, unmodified or modified) to unauthorized third parties, or if it relinquishes direct possession thereof, it shall ensure that the stored RiZone OTM Suite has been completely and permanently deleted prior to such transfer or relinquishment of possession.
- 4.6 RITTAL is entitled to equip all installations of the RiZone OTM Suite with copy protection (license key or similar) that enables the Contracting Party to use the RiZone OTM Suite for a limited period in accordance with the term specified in the order confirmation and to the extent described therein. The Contracting Party is obligated to notify RITTAL immediately in writing of any apparent malfunctions of the license proof (e.g., license key, license file) or similar. The Contracting Party may not take any steps to circumvent or bypass the copy protection. Use of the RiZone OTM Suite without the required license proof is prohibited.
- 4.7 RITTAL is entitled to verify the Contracting Party's use of the RiZone OTM Suite in accordance with the contract. This right includes, in particular, verifying compliance with license-related usage parameters. An audit shall be conducted no more than once a year and announced to the Contracting Party in writing at least 14 days in advance. It shall take place during the Contracting Party's normal business hours and at RITTAL's expense. The Contracting Party shall provide RITTAL with all information, system reports, and evidence necessary for the audit and shall grant reasonable access to the relevant systems to the extent necessary to verify compliance with the terms of the contract. If RITTAL determines that there has been excessive use or any other use in breach of the contract, the Contracting Party shall be obligated to retroactively pay the corresponding compensation, to contractually license any future additional use, and to immediately remedy the identified violations. In the event of excessive use exceeding 10%, the Contracting Party shall additionally bear the reasonable costs of the audit.

5. Obligations of the Contracting Party to Cooperate

- 5.1 The Contracting Party shall ensure the proper use of RiZone OTM Suite in accordance with these Terms and Conditions, the service description, and other documentation.
- 5.2 The Contracting Party is responsible for backing up its data in accordance with standard industry practice and at appropriate intervals. For clarity, it is hereby stated that RiZone OTM Suite is not a data backup solution. RITTAL shall not be liable for any loss of data.
- 5.3 The Contracting Party shall establish and maintain the system requirements specified by RITTAL for the use of RiZone OTM Suite as set forth in the Statement of Work. The Contracting Party shall ensure the setup of a functional, adequately sized hardware and software environment that sufficiently meets the capacity and performance requirements of RiZone OTM Suite.
- 5.4 If RITTAL provides the Contracting Party with access data and/or license certificates, these must not be disclosed to unauthorized third parties. The Contracting Party shall keep the access data

and/or license certificates confidential, store them securely to prevent access by unauthorized third parties, and choose a secure personal password and change it at regular intervals.

- 5.5 The Contracting Party shall be obligated to report any defects in the RiZone OTM Suite that come to its attention to RITTAL without delay. The Contracting Party shall take all reasonable measures to enable the identification of the defects and their causes, as well as to facilitate or expedite their rectification. In particular, the Contracting Party shall carefully document the defects it has identified.
- 5.6 The Contracting Party has familiarized itself with the essential functional features of the RiZone OTM Suite and bears the risk that these features meet its requirements and needs. In the event of any ambiguities or doubts, the Contracting Party shall seek information from RITTAL employees or obtain advice from qualified third parties prior to concluding the contract.
- 5.7 The Contracting Party shall comply with the instructions provided by RITTAL for the installation and operation of the RiZone OTM Suite; the Contracting Party shall periodically review the latest instructions available on the websites accessible via the Internet at <https://www.rittal.com> and through the Rittal Software Center at <https://software-download.rittal.com/>, and shall take these into account during operation.
- 5.8 To the extent that RITTAL has assumed additional performance obligations beyond the provision of the RiZone OTM Suite, the Contracting Party shall cooperate in their fulfillment to the extent necessary, free of charge, by, for example, providing employees, workspaces, hardware and software, electrical power, data, and telecommunications equipment. Detailed information can be found in the applicable Statement of Work.
- 5.9 The Contracting Party shall grant RITTAL, RITTAL-authorized partners, or RITTAL-affiliated companies access to the RiZone OTM Suite for troubleshooting and error correction, at RITTAL's discretion, either directly and/or via remote data transmission, provided that and to the extent that such access is authorized by the Contracting Party on a case-by-case basis.

6. Third-Party Software

- 6.1 For software from other manufacturers that was not developed by RITTAL and/or for which RITTAL is not the author or co-author and/or which is not owned by RITTAL—in particular open-source software (third-party software)—the terms of use and license conditions of the respective manufacturer shall apply exclusively. RITTAL will provide the Contracting Party with the relevant terms and conditions prior to the conclusion of the contract, typically in the scope of services. By using the RiZone OTM Suite, such terms and conditions of third-party manufacturers are deemed accepted.
- 6.2 Unless otherwise agreed, any third-party software is not part of Basic Software Support or any other software maintenance, and the provisions and regulations regarding Basic Software Support set forth in these Terms and Conditions do not apply to such third-party software. For third-party software, the terms and conditions of the respective manufacturer of the third-party software apply exclusively.

7. Subscription Fee and Fee Adjustment

- 7.1 Unless otherwise agreed, the subscription fee payable by the Contracting Party for the use of the RiZone OTM Suite is due at the beginning of the respective term.
- 7.2 Unless otherwise agreed, RITTAL reserves the right to adjust the subscription fee for the use of the RiZone OTM Suite no more than once per year at its reasonable discretion due to changing market conditions, changes in taxes and duties, and changes in procurement costs (e.g., production and licensing costs, technical provision of the service, customer service and processing, general administrative expenses such as rent, interest, and other financing costs, personnel and service providers, IT systems, or energy) in order to adjust it to the effects of an increase or decrease in the cost components associated with the services offered by RITTAL.
- 7.3 RITTAL shall notify the contracting party of price adjustments in writing. These price adjustments shall take effect only after the basic term has expired, but no earlier than sixty (60) days after notification of the price adjustment to the Contracting Party. In the event of a price increase, the Contracting Party shall have a special right of termination in accordance with Chapter A, Section 14.3 of these Terms and Conditions. The timeliness of such exercise is determined by the date RITTAL receives the notice of termination.

8. Term, Termination of the Subscription Agreement

- 8.1 The contractual relationship regarding the RiZone OTM Suite ("Subscription Agreement") begins on the contract start date specified in RITTAL's order confirmation and is concluded for the term specified in the order confirmation (basic contract term).
- 8.2 The contractual relationship may be terminated by either party for the first time after the respective base contract term with three months' prior notice effective at the end of the base contract term. If no notice of termination is given, the contract term shall be extended by periods of each twelve additional months (extension period) until notice of termination is given, no later than three months prior to the expiration of the respective extension period. The term of the Basic Software Support and Software Maintenance corresponds to that of the Subscription Agreement; separate termination of the Basic Software Support or Software Maintenance shall not be permitted.
- 8.3 The parties' right to terminate the Subscription Agreement for good cause remains unaffected. In particular, RITTAL has the right to terminate the agreement for cause if the Contracting Party commits a serious breach of its obligations under these Terms and Conditions, provided that a reasonable period granted to the Contracting Party to remedy the breach has expired without success.
- 8.4 To be effective, the notice of termination shall be in writing in accordance with Section 126(1) of the German Civil Code (BGB).
- 8.5 In cases of extraordinary termination of the right of use, the Contracting Party is obligated to ensure that all copies of the RiZone OTM Suite are returned to RITTAL unsolicited and without delay, and that all copies of the RiZone OTM Suite are deleted.

C. Services and Work

1. Installation, Training, and Other Services

- 1.1 To the extent that the RiZone OTM Suite is made available to RITTAL's Contracting Party via download, RITTAL refers the Contracting Party to the installation instructions described in the documentation, in particular regarding the hardware and software environment that must be available at the Contracting Party's premises. At the Contracting Party's request, RITTAL will handle the installation of the RiZone OTM Suite based on a separate agreement to be concluded at the applicable list prices.
- 1.2 If RITTAL, an affiliated company, or a partner performs the installation of updates, training sessions, project-specific extensions (PSE), and/or other consulting services for the RiZone OTM Suite at the Contracting Party's premises, these services will be provided on the basis of a separate agreement to be concluded at the applicable list price.
- 1.3 The following services are not included in Basic Software Support:
 - a) Services for the RiZone OTM Suite if it is used by the Contracting Party under conditions other than those specified by RITTAL;
 - b) Adaptations of the RiZone OTM Suite to new operating system releases or conversions of the RiZone OTM Suite to operating systems for which it has not been generally approved by RITTAL;
 - c) Service work necessitated by the Contracting Party due to failure by the Contracting Party or a person under its responsibility to follow the operating instructions, other forms of improper operation, or damage to or alteration of the RiZone OTM Suite or a data storage medium on which it is located resulting from a culpable breach of duty;
 - d) Any service work performed at the installation site;
 - e) Training services provided via remote communication channels, e.g., via hotline, web conference, or online training.

Such additional services shall be commissioned separately by the Contracting Party. RITTAL is entitled to invoice the commissioned services at its currently valid prices, in particular its hourly and travel expense rates.

2. Provision of Work and Services

- 2.1 In the case of services under a contract for work and materials, RITTAL shall be responsible for the control, management, and supervision of the service provision as well as the results achieved (hereinafter referred to individually as "services under a contract for work and materials"). Services under a service contract are intended to provide advice and support to the contracting party. RITTAL performs services under its own responsibility; the Contracting Party remains responsible for the results it seeks and achieves in this process (hereinafter referred to individually as "services under a service contract"). Estimated prices for services and work performed on a time-and-materials basis, as stated in the offer, are non-binding. The quantity estimates underlying such estimates are based on an assessment of the foreseeable scope of services, which is grounded in RITTAL's experience and conducted to the best of its knowledge.

- 2.2 In providing the services, RITTAL relies on the Contracting Party fulfilling the necessary obligations to cooperate arising from the nature of the service. If the Contracting Party fails to fulfill its obligations to cooperate, or fulfills them inadequately or late, and this results in delays and/or damages, RITTAL shall not be liable for such damages or any consequential damages arising therefrom, and the agreed-upon deadlines shall be postponed accordingly by the duration of the delay caused by the Contracting Party's failure to fulfill or inadequate fulfillment of its obligations to cooperate. If additional work is required due to the Contracting Party's failure to provide the necessary cooperation, RITTAL may—without prejudice to any further statutory rights—bill for such work at its standard rates.
- 2.3 Services under a contract for work and labor are expressly agreed upon as such. In a statement of work, acceptance criteria—in particular—shall be jointly established and documented by the Contracting Party and RITTAL, depending on the nature of the service, either before and/or during the provision of the service.
- 2.4 For services under a contract for work and materials, RITTAL shall provide the Contracting Party with evidence of the fulfillment of the services by the completion date—if agreed upon—and acceptance shall be carried out by conducting a functional test or a trial run in accordance with the parameters agreed upon in the statement of work and/or the contract. The general acceptance procedure is as follows:
- a) The result of the acceptance shall be recorded in a report to be jointly prepared and signed by RITTAL and the contracting party, which shall also include a list of defects categorized by the parties; this applies even if the work is free of defects.
 - b) If the contracting party does not carry out the acceptance immediately, RITTAL may set the contracting party a reasonable deadline for acceptance in writing of at least twelve (12) business days. Acceptance shall be deemed to have been tacitly granted upon expiration of the deadline if the Contracting Party was expressly notified in writing of the deadline and has not, by the expiration of the set acceptance period, raised any written objections regarding defects that would prevent acceptance. Acceptance shall also be deemed to have been granted if the Contracting Party uses the services in a production environment—i.e., does not use them solely for testing purposes—unless a trial run under production conditions was expressly agreed upon as part of the acceptance procedure.
 - c) Minor defects—i.e., defects in Categories 2 and 3 that do not impair the functionality of the software or other service—do not entitle the Contracting Party to refuse acceptance. Defects in Categories 2 and 3 shall be rectified in accordance with a schedule to be jointly established by the parties.
 - d) If the service owed by RITTAL can be divided into completed subsystems that can be accepted separately, the Contracting Party shall be obligated to accept them once they are ready for acceptance. Components or partial results that are put into productive use by the Contracting Party are deemed to have been accepted.
 - e) The procedure set forth in this Section 2.4 shall apply mutatis mutandis, if approvals or functional tests are provided for in lieu of acceptance, even if these are not intended to have the effect of acceptance.
- If errors occur during acceptance, they are categorized into the following error classes:

Category 1: The software/service cannot be used. The defect cannot be circumvented in an economically justifiable manner using organizational or other means.

Category 2: The use of the software/service is not impaired to the extent that it cannot be used. The defect can be circumvented in an economically justifiable manner using organizational or other means.

Category 3: No significant impact on functionality and usability. The use of the software/service is not restricted, or is so only insignificantly.

3. Third-Party Materials

The Contracting Party warrants to RITTAL that all materials it provides to RITTAL under these Terms and Conditions are free from any third-party rights that would prevent RITTAL from processing them. The Contracting Party shall indemnify RITTAL against all claims by third parties arising therefrom, unless such claims result from willful misconduct or gross negligence on the part of RITTAL or its agents.

© RITTAL GmbH & Co. KG, as of August 2026

Rittal – The System.

Faster – better – everywhere.

- Enclosures
- Power Distribution
- Climate Control
- IT Infrastructure
- Software & Services

You can find the contact details of all
Rittal companies throughout the world here.



www.rittal.com/contact

RITTAL GmbH & Co. KG
Auf dem Stuetzelberg · 35745 Herborn · Germany
Phone +49 2772 505-0
E-mail: info@rittal.de · www.rittal.com

2026-08

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

FRIEDHELM LOH GROUP

