

Rittal – The System.

Faster – better – everywhere.



RiZone OTM Suite

Terms of Use

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

FRIEDHELM LOH GROUP



RiZone OTM Suite Terms of Use

1. General

- 1.1 "RITTAL", as used in these terms and conditions, refers to RITTAL GmbH & Co. KG, Auf dem Stützelberg, 35745 Herborn, Germany.
- 1.2 "User", as used in these Terms and Conditions, refers to companies, merchants, legal entities under private or public law, or special funds under public law that are authorized to use the "RiZone OTM Suite" software.
- 1.3 "Affiliated Companies", as used 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 over another company, either directly or indirectly (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

- 2.1 RITTAL grants the User the right to use RiZone OTM Suite in accordance with these Terms and Conditions. The User's general terms and conditions shall under no circumstances become part of the user relationship, even if RITTAL does not expressly object to them in individual cases.
- 2.2 The source code of the software is not the subject matter of this agreement. All rights to the source code remain with RITTAL.

3. License, Sublicensing, and Restrictions on Use

- 3.1 RITTAL grants the User a simple, non-exclusive right of use ("License") to the RiZone OTM Suite, including the accompanying documentation, in accordance with these Terms and Conditions and to the extent provided by RITTAL's applicable licensing model. The User is entitled to make full use of the RiZone OTM Suite for their own business purposes. This includes, in particular, the right to commercially exploit the RiZone OTM Suite.
- 3.2 The User 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 User's own service offering and that the third party is not granted any rights of use to the RiZone OTM Suite beyond those to which the User is entitled under these Terms and Conditions. The User shall impose on the third party at least the obligations arising from these Terms and Conditions with respect to the RiZone OTM Suite. If the User transfers its right to use the RiZone OTM Suite, it shall also provide the third party with the

documentation and the current program versions. In the event of a transfer, the User shall delete all copies of the RiZone OTM Suite and of the documentation. Any use of the RiZone OTM Suite that goes 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).

- 3.3 The User shall be prohibited from using technical solutions intended to enable any use beyond the scope of the acquired license.
- 3.4 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.
- 3.5 Modifications, in particular decompilation, are prohibited unless RITTAL has granted the User written permission for such modifications in accordance with Section 126 (1) of the German Civil Code (BGB). In exceptional cases, the User may deviate from the prohibition on modifications, even without express permission, if the measure—particularly in the event of an imminent functional limitation or system failure—is necessary to
 - a) ensure interoperability with other hardware and software used by the User,
 - b) ensure or restore intended use, or
 - c) to correct a serious defect.
- 3.6 If, as part of rectification or maintenance, the User is provided 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.
- 3.7 If a new version of the standard software is made available to the User, the User's rights with respect to the old version shall expire without the need for an express request to return or delete it. The User may continue to use the old version for as long as necessary for compatibility reasons.

4. Protection of Contractual Items, Right of Inspection

- 4.1 Unless rights are expressly granted to the User under these Terms and Conditions, all rights to the RiZone OTM Suite (and to all copies made by the User)—in particular copyrights and industrial property rights—remain with RITTAL or, in the case 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 User shall store the RiZone OTM Suite securely to prevent misuse. The User shall not make the RiZone OTM Suite (whether unmodified or modified) available to unauthorized third parties.
- 4.3 The User is prohibited from altering or removing copyright notices, trademarks, and/or control numbers or marks belonging to RITTAL or the respective licensor.
- 4.4 If the User transfers data carriers, storage devices, or other hardware on which the RiZone OTM Suite (in whole or in part, unmodified or modified) is stored to unauthorized third parties, or if the User relinquishes direct possession thereof, the User shall ensure that the stored RiZone OTM Suite has been completely and permanently deleted prior to such transfer or relinquishment of possession.

- 4.5 RITTAL is entitled to equip all installations of the RiZone OTM Suite with copy protection (license key or similar). The User may not take any steps to circumvent or bypass the copy protection. Any use of the RiZone OTM Suite without the required proof of license is prohibited.
- 4.6 RITTAL is entitled to verify the User's contractual use of the RiZone OTM Suite. 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 User in writing at least 14 days in advance. It shall take place during the User's normal business hours and at RITTAL's expense. The User 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 User shall be obligated to pay the corresponding fees retroactively, to obtain a contractual license for any future additional use, and to immediately remedy the identified violations. In the event of excessive use exceeding 10%, the User shall also bear the reasonable costs of the audit.

5. User's Obligations to Cooperate

- 5.1 The User must ensure the proper use of RiZone OTM Suite in accordance with these Terms and Conditions, the service description, and other documentation.
- 5.2 The User is responsible for backing up their 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 User must establish and maintain the necessary system requirements for using RiZone OTM Suite. The User 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 Access data and/or license certificates must not be disclosed to unauthorized third parties. The User must 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 User is obligated to immediately report any defects in RiZone OTM Suite that come to their attention to RITTAL. The User 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 User shall carefully document any defects they identify.
- 5.6 The User has familiarized themselves with the key features of the RiZone OTM Suite and assumes the risk that these features meet their requirements and needs.
- 5.7 The User shall follow the instructions provided by RITTAL for the installation and operation of the RiZone OTM Suite; the User shall periodically check the websites accessible via internet at <https://www.rittal.com> as well as through the Rittal Software Portal at <https://software-download.rittal.com/> for current instructions and shall take these into account during operation.

6. Third-Party Software

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 apply exclusively. By using the RiZone OTM Suite, such terms and conditions from third-party manufacturers are deemed accepted.

7. Liability

- 7.1 Unless otherwise provided in these terms and conditions, including the following provisions, RITTAL shall be liable for any breach of contractual and non-contractual obligations in accordance with statutory provisions.
- 7.2 RITTAL shall be liable for damages, regardless of the legal basis, only in cases of wilful 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 fulfilment is essential for the proper performance of the contract and if the User can reasonably rely on its fulfilment.
- 7.3 The limitation of liability under Section 7.2 does not apply in cases of fraudulent misrepresentation, where an independent warranty is assumed, or for claims under the Product Liability Act.
- 7.4 To the extent that RITTAL's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and agents.

8. Data Protection

- 8.1 RITTAL is entitled to collect, process, and store the User's personal data in accordance with and in compliance with the provisions of applicable data protection laws, guidelines, and other regulations.
- 8.2 Should RITTAL conduct any analysis of user data, RITTAL will remain within the limits permitted by data protection law.

9. Data Use

- 9.1 The User grants RITTAL and its affiliated companies 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 User ("Generated Data").

The license is limited to the term of the contract, and the collection and use of Generated Data shall be exclusively for the purpose of providing and improving the contractual services.

- 9.2 Notwithstanding any other provisions regarding the use of the data, RITTAL may use the generated data for the following purposes: (a) to fulfil 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 (software) products and services, (f) aggregating this data with other data or creating derived data exclusively in anonymized form for internal lawful purposes. Data will only be disclosed to third parties if this is necessary for the performance of the contract or if the User has given prior consent; however, this data must neither allow for the identification of the specific data transmitted from the connected product to the data controller nor enable third parties to derive such data from the dataset.
- 9.3 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 User's consent.

10. Export Compliance

- 10.1 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 fulfil 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.
- 10.2 The User 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 User must 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.
- 10.3 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 obstacles under foreign trade law prevent this.
- 10.4 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 proceedings plus a reasonable restart period following receipt of a positive decision; during this time, RITTAL shall not be deemed to be in default.

- 10.5 The User 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 User, entrusted to the User, or granted to the User by RITTAL under this contract—and which 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.
- 10.6 If the User becomes aware of third-party activities that suggest a violation of the obligations set forth in Section 10.5, the User shall notify RITTAL immediately. The User shall assist RITTAL to the best of its ability in investigating and remedying the situation.
- 10.7 A violation of Section 10.5 constitutes a serious breach of contractual obligations, entitling RITTAL to terminate the contractual relationship for cause. In addition, RITTAL may require the User to take appropriate remedial measures.

11. Final Provisions

- 11.1 RITTAL reserves the right to amend these Terms and Conditions to reflect changes in legal or technical circumstances.
- 11.2 If the User is a merchant, 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 or in connection with these Terms and Conditions shall be RITTAL’s place of business. If RITTAL brings a lawsuit, RITTAL shall also be entitled to sue the User at the User’s place of business.
- 11.3 The law of the Federal Republic of Germany applicable to domestic contracting parties shall apply.

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- 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

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