

INDUSTRIAL TUBE: PRODUCT CONDITIONS

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1. Product description

1.1. Definitions

Industrial Tube is the digital solution from Bilfinger Digital Next GmbH for the creation, storage and distribution of knowledge in video format. Industrial Tube allows for the retention, sustainable documentation and simultaneous distribution of expertise and process knowledge.

Industrial Tube Recording App:

Application that the video producer uses to record videos by means of a pre-installed script.

Industrial Tube Enterprise Portal:

Website that is technically separate from Industrial Tube and which Bilfinger makes available to the Industrial Tube partners.

Industrial Tube Enterprise Version:

Area that is technically separate from Industrial Tube and which Bilfinger makes available to the Industrial Tube partners.

Industrial Tube Public Portal:

Public website from Industrial Tube that anyone around the world can use without registration via the publicly accessible Internet as a spectator at www.industrial-tube.com.

Industrial Tube Public Version:

Freely accessible area of Industrial Tube that Bilfinger makes available to Industrial Tube partners for the publication of explanatory videos.

Industrial Tube Content Management System:

Closed website for the management and administration of all videos in the Industrial Tube Enterprise Portal.

Industrial Tube Partner:

Partners who are provided access to Industrial Tube (Enterprise or Public Version) as customers by means of a license model.

Video Producer:

Employee of the Industrial Tube Partner who creates video content for the Industrial Tube Enterprise Portal using the Industrial Tube recording app.

Industrial Tube Content Manager:

Employee of the Industrial Tube Partner who manages all videos of the Industrial Tube Partner via individual access to the Industrial Tube Content Management System.

Industrial Tube Product Conditions:

Description of the Industrial Tube product with all available components, the underlying terms of use, implementation conditions, installation requirements, services and copyrights.

1.2. Scope of Service: Industrial Tube Enterprise Version

The Industrial Tube Enterprise Version is a closed knowledge platform for companies. All the videos released by the respective Industrial Tube Partner are uploaded and published for its employees in the corresponding Industrial Tube Enterprise Portal.

With the Industrial Tube Recording App, individual steps of a job are filmed with simple step-by-step instructions (known as a script) by registered employees of a company. After recording, the individual recorded sequences are automatically rendered into a finished video. After approval of the video by the video producer (if necessary also the supervisor and the filmed colleague), the finished video is uploaded to the customer-specific Industrial Tube Enterprise Portal using the separate Content Management System.

In the Content Management System the videos of the Industrial Tube Enterprise Portal can be administered and managed by the company. They are automatically enriched with multilingual subtitles and metadata. In addition, the videos can be tagged with keywords for better sorting. The uploaded videos can be viewed in the company's own Industrial Tube Enterprise Portal. The platform serves the exchange of knowledge between employees. From employees for employees.

The Industrial Tube Partner receives a complete solution via remote data connection (1) to operate its own Enterprise Version under the Internet domain chosen by himself where the Industrial Tube Partner can publish videos using its branding and (2) a mobile app for creating videos. The Industrial Tube Partner is connected via a user interface by default. A connection via API is possible, but only on individual agreement and against compensation for the expense.

The Industrial Tube Enterprise Version, if subject matter of the contract, is operated by and in responsibility of the Industrial Tube Partner.

The authorization to use the App and to administer the Industrial Tube Enterprise Version is limited to employees of the Industrial Tube Partner and employees of companies that are affiliated with the Industrial Tube Partner within the meaning of Section 15 AktG. The Industrial Tube Partner is obliged to control and effectively implement this restriction when issuing access authorizations. The Industrial Tube Partner is free to select the authorized persons who are granted passive access to the Industrial Tube Enterprise Version, i.e. who can only view videos.

Details on the functions and availability of Industrial Tube are regulated in the Industrial Tube service description in point 3.

1.3. Scope of Service: Industrial Tube Public Version

The Industrial Tube Public Version is an open knowledge platform for the industry with access to explanatory and learning videos from the industry. Bilfinger operates and is responsible for the Industrial Tube Public Version. The Industrial Tube Partner has the possibility to provide Bilfinger with videos for publication in the Industrial Tube Public Version. Uploading videos is only possible by well-known industrial manufacturers and producers as well as by Bilfinger.

All users of the Industrial Tube Enterprise Version get free access to the Industrial Tube Public Portal with the right to view the videos.

Bilfinger only publishes videos from the Industrial Tube Partner in the Industrial Tube Public Version if the Industrial Tube Partner has approved them for this purpose. Bilfinger reserves the right not to include videos in the Industrial Tube Public Version at its own discretion. Videos not posted in the Industrial Tube Public Version will not be taken into account when calculating the remuneration. Bilfinger reserves the right to remove content at any time and without consideration when calculating the compensation (see point 3).

Details on the functions and availability of Industrial Tube are regulated in the Industrial Tube service description in point 2.

2. Service Description – Technical Scope

2.1. Component: Industrial Tube Recording App:

- Recording of explanatory videos through access to the camera
- Implemented step-by-step instructions for a guided video recording (= script)
- Binding safety information prior to the recording of a video
- Legally binding transfer of copyright following the recording of the video
- Documentation of the recording language for optimization of subtitle quality
- Collection of meta data such as video producer, country of recording, language of recording
- Available in German and English
- Usage is only possible by registered users (=employees of the Industrial Tube Partner)
- Registration of the user by means of the company's own employee IT accounts

2.2. Systematic Infrastructure: Industrial Tube Recording App:

- Updatable app for iOS and Android
- Usage of customer-side user indices and administration – authentication through Open ID Connect and WS Federation
- Permanent storage of the videos in a cloud service and transfer to the content management system for enhancement (keywords/subtitles)

2.3. Component: Industrial Tube Content Management System

- Transparent content management of all videos
- Automatic rendering of video sequences to a finished video
- Automatic generation of subtitles through Microsoft Service
- Automatic enhancement of subtitles with keywords through Microsoft Service
- Changing of keywords and subtitles is possible
- Download of the original video file is possible
- Classification in customer-specific channels and playlists
- Deactivation and deletion of videos
- Platform management through the customer's own Industrial Tube Content Manager
- Uploading and subsequent enhancement (keywords/subtitles) of existing mp4 videos

2.4. Systematic Infrastructure: Industrial Tube Content Management System

- Access only for defined Industrial Tube Content Managers through individual log in
- Industrial Tube Content Managers are defined by the Industrial Tube Partner
- Log in is provided by the operator of the Content Management System
- Data management in item 4.2

2.5. Component: Industrial Tube Enterprise Portal

- All Industrial Tube Partners receive their own closed company area
- Customer-specific classification of videos in channels and playlists
- Intelligent search functions via keywords and video titles
- Free access to the Industrial Tube Public Version videos for users of the Industrial Tube Enterprise Version

2.6. Systematic Infrastructure: Industrial Tube Enterprise Portal

- Usage of customer-side user indices – authentication through Open ID Connect and WS Federation
- Customer-side user administration
- See item 4.2 for data management

2.7. Component: Industrial Tube Public Portal

- All Industrial Tube Partners receive their own channels for the publication of their own videos
- Partner-specific classification of videos in channels and playlists
- Intelligent search functions via keywords and video titles
- Free access to the Industrial Tube Public Version videos for users of the Industrial Tube Enterprise Version

2.8. Systematic Infrastructure of the Application: Industrial Tube Public Portal

- Public access via www.industrial-tube.com
- Data management in item 4.2

3. Conditions of usage of Industrial Tube

3.1. Conditions of use for the creation of videos using the Industrial Tube Recording App

The video producer is responsible for ensuring and guaranteeing that the videos uploaded are in compliance with the Industrial Tube safety instructions. These can be viewed in the Industrial Tube Recording App and must be confirmed as read before a video can be recorded.

The responsible Industrial Tube Content Manager from the Industrial Tube Partner is authorized to remove videos and other content from the Industrial Tube Portal without prior notice. In particular, the Industrial Tube Partner will ensure that it maintains backups of its videos and other content itself. There is no requirement that Bilfinger retain a backup copy of the videos and other content that is removed. In particular, the Industrial Tube Partner will ensure that it maintains backups of its videos and other content itself.

3.2. Conditions of usage of the uploading of videos in Industrial Tube

The Content Manager of the Industrial Tube Partner is responsible for ensuring and guaranteeing that all videos uploaded to Industrial Tube (Enterprise and Public Version) via the Content Management System comply with the Industrial Tube Safety Instructions. These can be viewed pre-installed in every Industrial Tube Web Portal.

Applicable safety instructions for all Industrial Tube videos:

- a) All persons appearing in the video have to be appropriately covered by the relevant safety provisions.
- b) All safety information and warnings for all products that are shown in the videos must be observed.
- c) The filming of the video should in no way hamper safety.
- d) Normal operating procedures cannot be interrupted by the recording of a video.
- e) Care should be taken that there are no people in the video whose assistance you have not requested (e.g. people passing coincidentally). When people are shown in the video, comprehensive permission must be obtained in advance for this recording
- f) Recordings of music, movies, safety information, warnings and other product-related information are not permitted, as this could violate copyright laws.
- g) The persons involved must possess the necessary qualifications and the necessary expert knowledge. This included the necessary education, training, the knowledge and the skills that are presented in the video.
- h) It is forbidden to publish any inappropriate, insulting, racist, incendiary, sexist, pornographic, false, misleading, incorrect, illegal, defamatory or slanderous content or information.
- i) Names of customers and names of persons who do not belong to the realm of the Industrial Tube Partner are not allowed to be mentioned or visible. The same applies to brands and logos. If their visibility cannot be avoided, they must be disguised. The same procedure also applies to name badges.
- j) If the video was filmed in an installation that is not the property of the Industrial Tube Partner, for example at a customer's premises, a valid permission to film must be available.
- k) The content may not under any circumstances infringe on the rights of third parties, including, for example, design rights, patent rights, rights to one's own image, data protection rights, rights to trade secrets or rights to the established and practiced business.

3.3. Conditions of usage for the viewing of videos

The content shown in the Industrial Tube Enterprise Portal and in the Industrial Tube Public Portal replaces neither a professional training nor safety information, warnings and other product-related information on the relevant products. They serve solely to provide non-binding and complementary information.

For every piece of content, the user must consider what country the content comes from and that other regulations may be in place in other countries, e.g. with regard to occupational safety. The assessment as to whether the content can be used in other countries lies solely with the user.

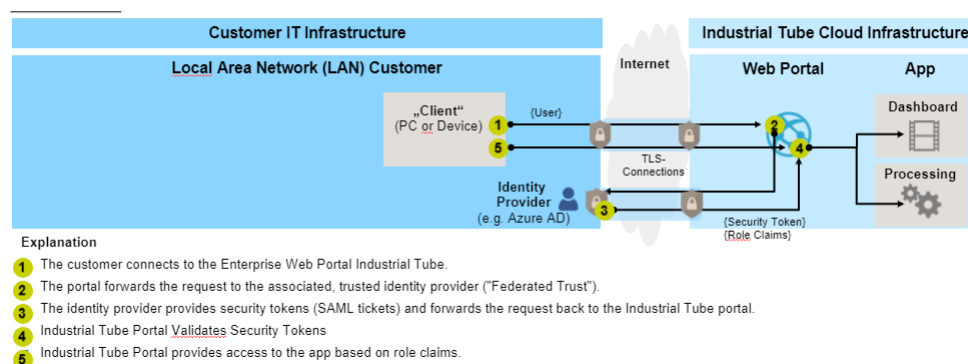
4. Implementation of the Product

4.1. Implementation Workflow

- Log in to the Industrial Tube Recording App using the Active Directory
- Recording of the video with the Industrial Tube Recording App
- Saving of the data in the local device storage
- Upload of the data to the Content Management System
- Temporary storage in Azure Blob Storage
- Video upload to the Content Management System from the temporary Azure Blob Storage
- Connection to API of the Content Management System
- Video rendering service in the Content Management System via API
- Upload of data in the Content Management System
- Customer approval via API/manual approval
- Saving of the data in the local device memory
- Upload of the data to the Enterprise Portal
- Storage of the data in an Azure Blob Storage
- Availability of the videos that are produced and uploaded by one's own company

4.2. Interfaces for the Installation

Systemic infrastructure of the application



5. Conditions for the Installation

5.1. Access through authentication provider

Access to these authentication providers must be secured so that Industrial Tube can be used: ADFS from version 3.0 or Azure AD.

5.2. Mobile device requirements for usage of the Industrial Tube Recording App

- Apple devices:
 - Operating system: iOS 11.0 or higher
 - Browser: Safari version 9 or higher, Firefox, Edge and Chrome in the last 3 versions
 - Whitelist for the Industrial Tube Recording App:
 - iPhone 6s, iOS 12
 - iPhone 7, iOS 12
 - iPhone 8, iOS 13
 - iPhone 8 Plus, iOS 12
 - iPhone 11, iOS 13
 - iPhone SE, iOS 11
 - iPhone XR, iOS 13
- Android devices:
 - Operating system: Android 6.0 or higher
 - Browser: Chrome, Firefox, Edge and Samsung browser in the most recent three versions
 - Whitelist for the Industrial Tube Recording App:
 - Galaxy A5, Android 8
 - Galaxy A3, Android 8
 - Galaxy S7, Android 6
 - Galaxy S8, Android 7
 - Galaxy S8, Android 8
 - Galaxy S9, Android 8
 - Galaxy S9+, Android 9
 - Galaxy S10, Android 9
 - Galaxy S10 5G, Android 10
 - Galaxy A8+, Android 7
 - Galaxy Note 4, Android 6
 - Galaxy Note 9, Android 8
 - Galaxy Note 10, Android 9
 - Moto G7 Play, Android 9
 - Pixel 4, Android 10

5.3. Desktop device requirements for usage of the Industrial Tube Portals

- Chrome, Opera and Firefox: always the three most recent versions
- Full support for Edge; limited support for Internet Explorer 11
- Safari: Version 9 or higher

5.4. Installation support

The introduction of the Industrial Tube product is accompanied by the following listed support services:

- One-time coordination telephone call to determine the product components
- One-time coordination phone call with project manager and management for joint target definition and implementation planning
- Coordination telephone call for technical connection of the product as required
- Product handover and initial product training through a one-day kick-off workshop on site at a location of the Industrial Tube Partner (not including travel expenses)
- One-time online training for the Content Management System
- Monthly status calls
- Personal contact person at Bilfinger for support, questions and suggestions

6. Services

6.1. Support:

To ensure prompt support, the Industrial Tube Partner can communicate all support queries relating to Industrial Tube via the agreed communication channels of Bilfinger Support (currently via the e-mail address: industrialtube@bilfinger.com).

The user of the Industrial Tube Partner must ensure that all relevant information regarding his request is included in the notification.

- Relevant information for the Industrial Tube Recording App: Problem description, settings from the App (version, identifier, device, platform), frequency of incidents
- Relevant information for the Industrial Tube Portal: Problem description, browser type and version, frequency of incidents

Incoming support requests for questions and problems are divided into categories. Category 1 deals with questions and problems concerning the functionality of Industrial Tube. Category 2 deals with problems within the infrastructure of the Industrial Tube platform. This includes problems such as the unavailability of the platform or questions about the API. Category 3 deals exclusively with problems that can only be solved by changes in the code.

Bilfinger will categorize and prioritize problems at its own discretion taking into account the above definitions.

Bilfinger's business partners/subcontractors are permitted to communicate directly with the Industrial Tube Partner when Category 2 and 3 tickets are issued.

6.2. Product Maintenance

- The video solution is provided continuously for 24 hours a day, seven days a week.
- Bilfinger is entitled to interrupt the provision of the service for maintenance work.
- Bilfinger shall plan maintenance work in such a way that the use of the service by the customer is impaired as little as possible.
- Planned maintenance work shall be communicated to the customer in advance.
- Bilfinger shall be entitled to carry out unscheduled maintenance of the service for good cause, e.g. if service operations are endangered. This includes in particular emergency changes (so-called Emergency Changes), e.g. the installation of security patches which are necessary to secure and maintain operations and which require immediate implementation.
- The user must be notified immediately of such unscheduled maintenance work and it must be carried out in such a way that disruptions to the operating process are kept to a minimum.
- The Industrial Tube Partner must notify Bilfinger of any impairment of the availability of the service outside German business hours.
- In order to ensure prompt rectification of faults in the event of availability problems, the customer shall inform Bilfinger Support immediately and via the agreed communication channels of Bilfinger Support (currently via the e-mail address: industrialtube@bilfinger.com) of all significant failures or faults that occur when using the solution.

6.3. Liability for defects

If Industrial Tube is defective because its suitability for usage in accordance with the contract has been suspended to a significant extent and if clause 5 does not apply, Bilfinger shall be liable for material defects and defects of title in accordance with the statutory provisions, but limited by the limitations of liability agreed between the parties. Bilfinger shall not be responsible for disruptions or interruptions of the services owed due to force majeure. These are, for example, earthquakes, floods, fire, obstructions caused by pandemics or epidemics and other natural disasters as well as actions beyond Bilfinger's control. If Bilfinger is unable to provide the Industrial Tube Partner with the Industrial Tube digital solution or is only able to do so with considerable restrictions for reasons of force majeure or other circumstances for which neither Bilfinger nor its vicarious agent is responsible, liability for the failure of Industrial Tube is precluded. Bilfinger shall be released from its obligation to perform for the period in which one of the aforementioned disruptions or interruptions continues.

Bilfinger shall in any case only be liable for defects in Industrial Tube which were already present when it was handed over to the Industrial Tube Partner if Bilfinger is responsible for these defects.

The Industrial Tube Partner shall point out defects immediately.

6.4. Third-party rights

Bilfinger ensures that the use of Industrial Tube by the Industrial Tube Partner and its affiliated companies does not infringe any third-party rights. Bilfinger will indemnify the Industrial Tube Partner on first demand against claims by third parties who assert claims against the Industrial Tube Partner on account of alleged infringement of their rights by the use of Industrial Tube by the Industrial Tube Partner or its affiliated companies. Bilfinger shall provide the Industrial Tube Partner with the necessary support in the legal defense to which it is entitled but not obliged and shall assume the necessary costs of the legal defense. This indemnification is subject to the condition that the Industrial Tube Partner immediately informs Bilfinger in writing of any claims asserted, does not make any concessions or acknowledgments or any declarations equivalent thereto and enables Bilfinger or, at the request of Bilfinger's licensors, Bilfinger to conduct all negotiations in and out of court regarding the claims at their expense.

The Industrial Tube Partner warrants that the content processed via Industrial Tube and/or placed in the Industrial Tube Public Version does not infringe any rights of third parties. The Industrial Tube Partner shall indemnify Bilfinger on first demand against claims by third parties who assert claims against Bilfinger on account of alleged rights to the content which is processed via Industrial Tube and/or placed in the Industrial Tube Public Version. The Industrial Tube Partner shall provide Bilfinger with the necessary support in the legal defense to which Bilfinger is entitled but not obliged and shall assume the necessary costs of the legal defense. The conditions for this indemnification are that Bilfinger immediately informs the Industrial Tube Partner in writing of any claims asserted, does not make any concessions or acknowledgments or any declarations equivalent to these and enables the Industrial Tube Partner or, at the request of the Industrial Tube Partner, the licensors of the Industrial Tube Partner to conduct all negotiations in and out of court regarding the claims at their expense.

6.5. Service Extensions

Extension and modification of services of the Industrial Tube product can be carried out after consultation. If the Industrial Tube Partner wishes to extend the services, this must be agreed in writing between Bilfinger and the Industrial Tube Partner.

It is possible to obtain additional, separate one-off services listed below. These services must be known before initial delivery, are shown in the offer, are charged as a flat rate and are subject to additional remuneration.

The possibilities listed are already available within the framework of product development.

- Settings in the Industrial Tube Recording App
- Customer-specific step-by-step instructions (=script)
- Customer-specific branding in sub-areas of the application
- Obtaining a filming permit for the location
- Obtaining the permission of filmed persons with a signature
- Data protection through optional automatic face blurring in each video
- Approval processes for videos by obtaining approval from peers or supervisors - prior verification of the authentication service required
- Customer-specific branding of the Industrial Tube Enterprise Portal
- Customer-specific role assignment and access authorizations within the Industrial Tube Enterprise Portal

7. Copyright

7.1. Rights to the Industrial Tube Recording App

All rights to the Industrial Tube Recording App and all of its components are with Bilfinger and its licensors. This includes, in particular, trademark rights, copyright and rights to databases. The producer of the video is only permitted to use the app in line with the intended use for the recording and uploading of videos.

7.2. Rights to Industrial Tube Enterprise Portal

All rights to the Industrial Tube Enterprise Portal and all of its components are with Bilfinger and its licensors. This includes, in particular, trademark rights, copyright and rights to databases. The user is authorized to use the portal in line with the intended purpose for the searching, viewing and sharing of videos.

7.3. Rights to Industrial Tube Public Portal

All rights to the Industrial Tube Enterprise Portal and all of its components are with Bilfinger and its licensors. This includes, in particular, trademark rights, copyright and rights to databases. It is not permitted to download, duplicate and/or distribute the website as a whole or portions thereof, e.g. videos. The user is authorized to use the portal in line with the intended purpose for the searching and viewing of videos.

It is permitted to set links on the website as long as the link serves only as a cross-reference. Bilfinger reserves the right to withdraw this permission. It is not permitted to frame the website.

7.4. Rights to the Content of the Videos

Rights to the content provided by the Industrial Tube Partner are held by the Industrial Tube Partner and its licensors. Rights to Industrial Tube and all components are otherwise held by Bilfinger and Bilfinger's licensors. This includes, in particular, trademark rights, copyright and rights to databases.

By uploading content to the Enterprise Version, the Industrial Tube Partner also grants Bilfinger the global, non-exclusive and royalty-free right, which is only transferable to affiliated companies, to reproduce the content and to use it in any other way to the extent that this is necessary to fulfill Bilfinger's obligations to the Industrial Tube Partner under the Industrial Tube Agreement. This right can only be sub-licensed to Bilfinger service providers and ends as soon as the Industrial Tube Partner deletes the respective content from the Enterprise Version.

With the release of content from the Enterprise Version for the Industrial Tube Public Version, and with the pure publication of content in the Industrial Tube Public Version, the partner simultaneously grants Bilfinger the following worldwide, non-exclusive and royalty-free rights to this content which can only be transferred to affiliated companies. These rights can only be sub-licensed to Bilfinger service providers and end four weeks after the Partner deletes the respective content from the Enterprise Version or recalls its release:

- a) the right to make such content publicly accessible on the Internet and/or in closed networks, either free of charge or subject to a charge, including the right to combine this accessibility with further offers from Bilfinger and/or other companies, either free of charge or subject to a charge;
- b) the right to use the content fully or partially to advertise offerings, including advertising in search engines;
- c) the right to duplicate content, insofar as this is necessary for the exercise of the above-mentioned rights;
- d) the right to use content for the creation of innovative services, such as the training of machine learning models.

7.5. Note regarding videos that are recorded with the Industrial Tube Recording App

Before the video producer uploads his video material with the Industrial Tube Recording App, he must grant the Industrial Tube Partner all rights to his video material, without special compensation. This is done by means of an online dialog within the Industrial Tube Recording App. In particular, the video producer grants the Industrial Tube Partner the following worldwide, perpetual, transferable, sub-licensable and exclusive rights:

- a) the right to use the video for artificial intelligence training, which will automatically edit the video and other videos and prepare them for publication. For example, it creates subtitles and keywords, stores and reproduces in an abstract form

elements from the video and their context and uses them to provide and enhance Industrial Tube and to develop, deliver and enhance other products and services;

- b) the right of making available to the public, in whole or in part, free of charge or subject to a charge, including the right to combine this making available with other offers from Bilfinger or other companies, whether free of charge or subject to a charge;
- c) the right to use the video in whole or in part for advertising purposes, including advertising in search engines;
- d) the right to reproduce and store the video insofar as this is necessary to exercise the above-mentioned rights;
- e) the right to use the video for the creation of new types of services, such as training machine learning models.

8. Data protection

The contents that the Industrial Tube Partner contributes to Industrial Tube can contain personal data. Insofar as the consent of those affected is necessary, the Industrial Tube Partner guarantees that these have been obtained.

All users of the Industrial Tube Enterprise Version are identified through their internal company IT account. In this respect, the data protection rules that have been agreed for the internal company IT account shall apply. The user administration of Industrial Tube is carried out through the Industrial Tube Partner's system. In this context, the Industrial Tube Partner only transfers to Bilfinger as personal data the user name and the authorizations associated with this user name. Such data is processed by Bilfinger or its agents solely for the purpose of implementing the contract. Bilfinger processes personal data that is required in the context of contract implementation and service provision in accordance with the applicable data protection regulations. More detailed information can be found in the data protection declaration of the respective Industrial Tube Partner.

In addition to the specific data protection declaration of the Industrial Tube Partner, the Industrial Tube Recording App, the Industrial Tube Public Portal and the Industrial Tube Website are subject to the Industrial Tube Data Protection Declaration and the Agreement on Processing on behalf of a Controller in accordance with Article 28 of the German Data Protection Basic Regulation.

Status: March 2020