

Internet Connection Specification

The customer has to provide a safe internet connection for remote service access in order to establish communication between KOLBUS and the customer. A 10/100 Base T network connection with IPv 4 standard is required to access the internet. If the internet is accessed via the customer network, the following points must be taken into account when planning the connection:

- The internet connection must be provided by the customer in the area of the machines to be connected.
- After a request has been sent, the connection between KOLBUS and the customer remains open for a longer period of time, depending on the reason of the service request. For this reason, an internet flat rate is recommended.
- The required IP address for the remote service hardware can be dynamically assigned by a DHCP server (Dynamic Host Configuration Protocol). If the customer would like to permanently assign the address, the fixed IP address with subnet mask, standard gateway domain name server and, if necessary, proxy server settings have to be named by the customer and submitted to Kolbus prior to the dispatch of the component Kolbus 3•60 Assist.
- Additional there must be no overlapping of the IP address range between the network of the customer and the Kolbus network (10.xxx / 8 Class A or 10.20.x.x, 10.21.x.x, 10.22.x.x/16 Class B + 192.168.180.x/24 Class C). In the event of overlapping of the named address range, Kolbus has to be notified before the machines are dispatched.
- A possibly installed firewall on customer site must allow port TCP 443 (HTTPS) and port TCP/UDP 53 (DNS) outbound to the internet to pass. For access test also the release of ICMP 8/30 (Ping) makes sense.
- The connection to KOLBUS established via the remote service hardware is a safe HTTPS connection to address "360PORTAL.KOLBUS.INFO".

When the internet is accessed via a separate DSL connection, the same criteria must be observed as for access via the customer network. However, overlapping of the customer and machine line network is not possible.

The KOLBUS machine line network to couple the machines is installed in a star layout starting at the AFS-switch cabinet. The length of segment of the line must not exceed 100 meters. With the aid of a Repeater the range can be extended. The typical network lines needed are provided for the installation of the machines. However, the laying inside the facility has to be done by the customer due to the different requirements and spatial conditions. If the customers' production facility comes with a VLAN-capable infrastructure, the network can also be realized herewith. In this case the customer has to care for proper operation. A coupling of different production places is not allowed.

Additional Requirements for Kolbus 3•60 Connect (Customer access to different 3•60 Plug-ins)

- The internet and customer exchange client PC can be accessed via the provided customer network cable at the Kolbus production line.
- We need a fixed IP address for the Remote Service Box in the customer network. The identical IP distribution could be also established via DHCP with a static IP assignment via MAC.
- The customer exchange client IP should be provided to us for the needed routing rules in our firewall.
- Usually the forwarding of the customer computer to the 3•60 Host is done via Port Forwarding.

Port Forwarding

- For customer requests our Remote Service Box is routing the customer exchange client via port forwarding to the Host in the Kolbus network.

e.g. call via [192.168.1.20](#) "Remote Service Box IP in the customer network"

Alternative solution:

Routed incoming traffic

- For customer requests our Remote Service Box is routing incoming traffic from the customer exchange client to the host in the Kolbus network.

e.g. call via 10.20.0.202 "Kolbus 360 Host IP in the Kolbus network"

Requirements:

- There must be added a corresponding route to the Remote Service Box IP on the customer exchange client or even on their gateway server.

needed route e.g.: Route add 10.20.0.202
"Kolbus 360 Host IP in the Kolbus network "

MASK 255.255.255.255 [192.168.1.20](#)
"Remote Service Box IP in the customer network"

General conditions of the remote service software Kolbus 3•60 Assist

In order to increase the operational readiness of the book binding and packing machine(s) (hereafter referred to as "machine") delivered by the supplier, it/they can be connected via the remote service software Kolbus 3•60 Assist. The functional range can vary from one machine model to another. As far as possible, services to be performed if required take place via online communication and data transfer.

1. Service description

1.1 Remote Service / Kolbus 3•60 Assist

In case of malfunctions on the machine and a previous transmission of a Service Request as well as the purchaser getting in contact by phone, the Kolbus 3•60 Assist software offers the opportunity to access pending malfunctions and to detect the current state of the machine by means of telecommunication with the help of retained data and language. In doing so, the supplier analyses the acquired data and processes for discrepancies between the current and the target state of the machine. The diagnostics' depth depends on the scope of the diagnostics equipment of the particular machine.

1.1.1 Functions of the Kolbus 3•60 Assist Software

Appendix A contains a list of currently available Kolbus 3•60 Assist functions. The customer is aware of the fact that the scope of these functions will change by and by. Therefore, the range of services currently offered by the vendor in the scope of Kolbus 3•60 Assist, which is possible on the basis of the machine's equipment, is regarded as agreed upon. Apart from this, updates to improve the Kolbus 3•60 Assist software may lead to changes in operation as well as a changed scope of services.

1.1.2 Services of the Kolbus 3•60 Assist

If the supplier determines deviations by remote diagnostics which require measures to be taken, the supplier will support the customer with maintenance and service, as far as possible through the media of telecommunication as well as the telephone hotline according to paragraph 1.1 of this contract. Furthermore, the supplier will support the operating personnel of the customer in setting up the required parameters.

1.2 Other measures and services

If the machine cannot be repaired or repaired completely by means of the Kolbus 3•60 Assist software, the supplier will inform the customer. If requested, the supplier will suggest further corrective maintenance and service measures, which ensure problem-free operation of the machine and support the customer in carrying out these measures. In this case, a separate agreement has to be made unless otherwise provided by the scope of services of the Kolbus 3•60 Service. On customer request, these services are provided by the assignment of a technician. These services are provided at additional and service-related charges according to the current charge rates of the supplier and on the basis of the supplier's current terms of installation and additionally of the general terms of delivery and payment.

1.3 Service limits

If the seller, regarding the services mentioned in number 1.1 of this contract, notices that discrepancies are based on external force, other unpredictable effects, improper handling or ignorance of the manufacturer's terms of installation, maintenance and environment, he is not obliged to effect services according to number 1.1.2 or other arrangements according to 1.2. The same applies for changes of software or software environment, including hardware.

On demand of the customer, a corrective maintenance by the supplier is carried out against additional service-related charging in these cases.

It is not guaranteed that all malfunctions, damages and deficiencies of the machine can be diagnosed and corrected by the application of Kolbus 3•60 Assist. No guarantee for performance and function of the machine can be assumed.

1.4 Documentation

The vendor records the state and deviation of the machine ascertained by the remote diagnostics in terms of number 1.1. There in the characteristics of the furnished achievement and the respective machine are considered. Services, which are performed beyond the capacity of the remote diagnostics, are documented. The documentation serves both as information and record for the customer, and as proof of the provided services of the vendor.

2. On-line communication and basic conditions

2.1 Technical prerequisites

- The Kolbus 3•60 Assist remote access is activated by means of an internet connection. The customer has to provide and maintain necessary telecommunication means free of charge (Internet connection according to the supplier's specifications).
- Further conditions are the technically perfect, maintained condition and no unauthorised modifications of the installed Kolbus 3•60 Assist system by the customer or third persons.
- The machine must be equipped with the most recent software concerning the installed online diagnostic module of the supplier.
- Furthermore the supplier reserves the right to access and analyse data concerning machine lines, machines and maintenance which are intended to facilitate the diagnosis and improve products.

2.2 Ways of data transfer

The data kept ready are transferred to the central reporting server by means of the described transfer mode and recorded in the remote diagnostics system of the supplier. In the same way, measures are transferred from the vendor back to the customer. The parties are responsible for the operation and maintenance of their respective systems.

In case of a failure of the communication line to the central reporting server, caused in particular by malfunctions in the transmission paths as well as by missing or insufficient data at the central reporting server the supplier is released from the obligations to perform in accordance with the paragraphs 1.1 and 1.2 of this contract.

3. Data confidentiality and security

3.1 User identification

The customer has to ensure that information such as assigned user identifications and passwords is only released to authorised persons.

3.2 Warranty of confidential treatment of data of the customer

The supplier and the customer agree that all data exchanged in the context of the services mentioned in paragraphs 1.1 and 1.2 and further information of the customer including production secrets, relevant product-related data etc. can exclusively be used for the services defined in this contract. Marketing this information at the supplier's own account or knowledge transfer to third persons is not permitted. The supplier is only entitled to use general findings for the improvement of the supplier's own products and services. An order requirement list for replacement and wear and tear parts derived from the maintenance data of the machine line will also only be made available to the customer, if this function is available accordingly.

3.3 Protection against harming software

The supplier and the customer will take appropriate precautions according to the current technological state of the art, in order to prevent harmful software from accessing the the customer's software. If harmful software, which may impair the services of the Kolbus 3•60 or be transferred to the other party's systems, should occur in one of the parties' systems, the other party is to be informed immediately in writing.

3.4 Wireless Local Area Network

The supplier will employ state-of-the-art protective encryption if necessary for WLAN connections to prevent unauthorised persons from entering and accessing data. If other networks are affected by the WLAN network or abuse is detected, the other party is to be informed immediately in writing.

4. The purchaser's obligation to cooperate

4.1 Initialisation mode

If required, online access can be enabled by the transfer of a service request by means of the Kolbus 3 60 Assist Client. Thereupon the supplier is connected with the customer's machine. Depending on the requirements, online access may also be initialised by means of an auto request.



4.2 Assistance in case of error messages

- The customer is obliged to follow the instructions given by the supplier for detection, containment, reporting and description of errors. If necessary the customer must use setting instructions/ check lists given by the supplier.
- The cooperation of the customer is necessary to remedy errors. The customer is obliged to have trained personnel available for this purpose. In case of unclear circumstances, the supplier must be provided with additional information and documents.

4.3 Safety precautions / responsibility

- In cases, in which the services of the Kolbus 3•60 could lead to danger for persons and property, for reasons of responsibility the customer is obliged to inform the supplier that the intended measures can be carried out safely (confirmation). If not all machines on-site can be confirmed, the customer is obliged to take reliable measures against injury to persons and damage to property.
- Above all, the customer has to ensure that no persons are ever endangered through services being carried out on the customer's premises, regardless of the manner.

4.4 Training / Maintenance of the machine

The customer is obliged to regularly and sufficiently train technical personnel for work at the technical service facilities required for Kolbus 3•60 Assist services (service terminal, instructions for adjusting, mechanical basic adjustments, etc.). Furthermore, the customer agrees to maintain the machine according to the manufacturer's requirements and state-of-the-art technology. The supplier is not liable for service impairments caused by insufficient care of the machine by the customer.

4.5 Costs

The customer bears the costs for the obligations specified in paragraph 4.

5. Licensing of the software program "Kolbus 3•60 Assist"

5.1 Usage rights

The customer receives the simple, but not exclusive usage right of the software program "Kolbus 3•60 Assist" (hereafter referred to as "Software").

5.2 Integrity of the software

The customer commits himself to treat the software confidentially and to prevent it from unauthorized disclosure or use by co-workers, representatives, assistants or third. Particularly, it is not subject of the surrender of use to amend, to translate, to regress, to decompile, to disassemble or to provide versions that derive from the software; to change or delete markings, copyright notes, property data and license conditions of the supplier.

5.3 Liability for defects

The customer is aware of the fact that, according to the technological state-of-the-art, errors in programs and the associated material cannot be excluded. In the case of a written and reasonable notice of defects within 12 months after transfer of the faulty product, the supplier will repair the program immediately; first through rectifying the faults or - if possible - according to his own choice by offering the customer a new program version or bypassing the error. Otherwise the supplier is liable for software errors to the legal extent with the exception of paragraph 9.

5.4 Patent rights of third persons

In case of an assertion of requirements due to an argued injury of commercial patent rights or copyrights by the contractual use of the software of third parties agree upon the following regulations:

The customer has to inform the supplier about claims in written form immediately, but at the latest within a period of one week after the claim has become known. The supplier will examine the validity of these claims immediately. When the supplier has finished his examination and accepts the claims of the third person(s), he will change or exchange the software to a reasonable extent at his expense and indemnify the customer from all asserted claims. If the change or the exchange or obtaining of usage rights is not possible with an appropriate effort, each party may terminate the usage rights without notice. In this case the supplier is liable for the loss caused by this termination.

If the supplier does not accept the claims of a third person or third persons after completing this inspection, he will be responsible for further legal defence as far as possible. If this is not possible, the customer will reject the claims according to the supplier's instructions and lead possible legal disputes. The supplier releases the customer from costs arising in connection with the legal dispute (lawyer fees within the legal framework).



6. Time of service

6.1 Availability of the remote service

The supplier is obligated to keep the remote service access of Kolbus 3-60 Assist available 24 hours on 365 days a year. The services agreed upon depend on the availability of necessary specialists. Thus the full functional range is available only on working-days during the usual office hours in the parent plant Rahden from 8.00 a.m. to 5.00 p.m. German time. Furthermore, the accessibility depends on the number of customers of the supplier making use of the service at the same time. Therefore immediate availability cannot be assured. However, in any case the service request will be processed within 4 hours. The supplier's liability in case of a violation against paragraph 6.1 - irrespective of the regulations in paragraph 8.3 - is determined in paragraph 6.3.

6.2 Force Majeure

If a delay of the owed service is caused by actions in the context of labour disputes, in particular by strike and/or lockout, as well circumstances, which were not caused by the vendor, in particular a breakdown or a failure of the data communications equipment, an appropriate extension of the service term is granted.

6.3 Default

If a loss occurs on the customer's side due to a default, he is entitled to demand penalty payment. If no case of paragraph 6.2 exists, the penalty payment amounts to 70, - EUR for each full hour of the delay in providing the services according to paragraph 1.1, but the total shall not exceed 1,000, - EUR for all delays. If the customer sets an appropriate deadline for the service after taking the legal exceptions into consideration and if the deadline is exceeded, the customer is allowed to withdraw from the contract without previous notice. There are no further claims, irrespective of the specifications in paragraph 8.3.

7. Claims for damages in the context of Kolbus 3 60 Assist services

The supplier provides the service according to the generally accepted rules of technology. If the tasks are not carried out completely or correctly, the supplier has to make up for this free of charge according to the warranty for defects. If the supplier does not fulfill his obligation of supplementary service, the customer has the right to set an appropriate deadline. If this deadline expires through the supplier's fault, the customer can insist on a reduction of the agreed remuneration or a withdrawal from the contract without notice. The contractual and non-contractual liability for all other damage is conclusively settled in paragraph 8 (liability).

8. Liability

8.1 Direct damage

The supplier has to remedy all damage on the machines, which are object of the application of Kolbus 3 60 Assist, caused through the fault of performing agents free of charge.

8.2 Liability limitations

Apart from the rights and claims granted in these general conditions for the remote service software Kolbus 3-60 Assist, the customer has no further rights and claims, in particular no claims for damages against the supplier, no matter which legal ground they are based on. In particular, the supplier is not liable for incorrect data lines, data damage, loss of data, transfer errors as well as mistakes made by the customer.

8.3 Limitations

The liability limitations according to paragraph 8.2 are not valid in case of:

- a) Intent or gross negligence of executive staff or intent of simple performing agents,
- b) Culpable injury to life and health,
- c) Culpable violation of essential contractual obligations,
- d) Faults which were intentionally concealed,
- e) If there is a liability for injuries to persons and damage to property of privately used objects according to the product liability law, or
- f) If a guarantee for the properties of an object is assumed, although a guarantee is only regarded as valid if it is explicitly called such in the text of the contract.

In case of faulty breach of substantial contractual obligations the vendor will also take over the liability for gross negligence of non-executive employees and for ordinary negligence, the last case being limited on the contractual and reasonably predictable damage.



9. Transferability

The supplier is entitled to transfer his rights and obligations defined in the Kolbus 3•60 Assist contract to third persons. However, the customer is only allowed to sell or give the Kolbus 3 60 Assist software including the operating manual and any additional documentation to third persons (hereafter referred to as "new users") together with the machine, if:

- he himself completely rescinds the right to use the Kolbus 3 60 Assist software,
- the supplier is informed of the name and the address of the new software user, and
- the new user agrees in writing to the conditions of a possibly existing Kolbus 3 60 service contract and the general terms and conditions for the remote service software Kolbus 3 60 Assist.

10. Limitation

All claims of the customer, regardless of which legal reasons they are made for, expire by limitation within 12 months, beginning with the completion of the respective service. The term of liability is extended by the duration of the defect removal. For claims according to section 8.3 legal regulations apply.

11. Miscellaneous

Apart from this, our general installation conditions and additionally the general terms of delivery and payment in their respective valid version apply.

12. Partial invalidity

If one clause of these general conditions of the remote service software Kolbus 3•60 Assist should be or become invalid, all other regulations will remain unaffected.

13. Applicable law, place of jurisdiction

1. The law of the Federal Republic of Germany applicable for the mutual legal relationships of domestic parties applies exclusively to all legal relationships between the supplier and the customer.
2. The place of jurisdiction will be the court responsible for the supplier's place of business. However, the supplier is entitled to take legal action at the customer's main place of business.

Appendix A of the General Conditions for the remote service software Kolbus 3•60 Assist Short description of the functions of the Kolbus 3•60 Assist plug-in:

This appendix A describes the currently available functions of the Kolbus 3•60 Assist. These functions depend on the type and age of the machine. The supplier reserves the right to improve or change these functions in the course of time, in particular due to technical progress (see paragraph 1.1.1 of the general conditions for the remote service software Kolbus 3 60 Assist.)

Remote service

- This is the basis for on-line communication to support the customer and the access to the machines via the Kolbus 3•60 Assist software.
- The data transfer takes place via an internet connection provided by the customer.

Facility Log

- The integrated electronic machine line file gives the customer the possibility of keeping a machine "journal".
- This logfile is saved locally on the Kolbus 3 60 Assist customer server, as well as all service requests (malfunction reports) of the machine.

Documentation manager

Digital access to the machine documentation locally in the system and for authorised users via the supplier's web server.

File Transfer

Permits the exchange of data of the supplier's service workplaces and the Kolbus 3 60 Assist operating locations. It also provides direct access to the hard disk(s) and control system(s) of the machine(s) for diagnostic purposes and data transfer via the Kolbus 3 60 Assist software.

Chatboard

- Permits information exchange between all connected Kolbus 3 60 Assist participants on the customer's and the supplier's side on the basis of a chat.
- All signed-in users on the customer's and supplier's side are visible by name.
- The dialogues can be saved.

Webcam:

- Via a webcam connected to and integrated with the Kolbus 3 60 Assist operating terminal, pictures of machines can be presented via the document conference or a video conference can be carried out.
- The pictures are available for each connected Kolbus 3•60 Assist participant on the customer's and supplier's side for further processing and analysis.

Whiteboard

- Offers the possibility to exchange pictures between all connected Kolbus 3•60 Assist participants.
- Pictures can be uploaded (e.g. from the WebCam or a DigiCam) and are immediately visible for all users on the customer's and the supplier's side.
- The tool offers simple processing options: Inserting texts, marking function, informational arrows and storing pictures.

Online diagnosis "Ferdì" and direct tunnel links to system components

- Online trouble shooting on control systems and drives by the supplier's technicians.
- Configuration and program update after previous consultation with the customer.
- Allows the supplier's technicians to use diagnosis tools via remote access on the components connected via the Kolbus 3 60 Assist software. This requires appropriate hardware equipment.

Maintenance manager - Plug-in 3•60 Maintain (optional)

- Overview of the maintenance status of the entire machine, as far as technically possible.
- Planning of maintenance events with background information, as far as implemented.
- Acknowledgement of completed maintenance along with individual detection possibilities.

VNC and remote desktop access

PC remote access software, which can be used to connect the service workplace and the Kolbus 3•60 Service Assist operating locations, the Copilot PC or the Ferdì PC.

Service Request / Connection Request

- With the help of a malfunction report (request), the customer can inform connected Kolbus 3•60 Assist participants about problems with his machine.
- He can describe the malfunction and transfer the actions he has already taken.
- Once a request has been successfully transferred by the customer, online access for the supplier is enabled.
- Connection Requests are processed during the normal working hours by Kolbus in Rahden and should therefore not be used for time-sensitive requests. Service Requests, however, should be used for time-sensitive requests and are processed around the clock through an on-call service according to the conditions listed in section 6.1.

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Kolbus service homepage

- The supplier's service employees are able to log in into the supplier's service network through the Kolbus 3·60 Assist user interface.
- The service employees then have access to information and service tools.

Net monitor

The Net Monitor can be used to check the network availability of the configured machine address.

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