

DMG MORI

Terms and Conditions for the Provision of Digitalization Products and Associated Services of the DMG MORI Group via Subscription Model **Last updated 07/2026**

You have commissioned us, an affiliate of DMG MORI AKTIENGESELLSCHAFT, Bielefeld, to supply a software solution. The DMG MORI Group is a full-service provider that not only manufactures and sells machine tools, but also offers holistic technical solutions on that basis. This includes software solutions on an industrial scale.

We market our software solutions either digitally, via one of the online platforms of the DMG MORI Group, namely the DMG MORI STORE or the Parts Shop, or via our DMG MORI internal sales organization, which involves the work of the Area Sales Managers (ASMs) and/or Digital Sales Managers (DSMs) responsible for you.

If you obtained the software solution via the DMG MORI STORE or the Parts Shop, the details relating to entry into the agreement are described in Part (B) below. In the course of entering into the agreement, all relevant documents were pointed out to you or transmitted to you after the fact in the course of the order confirmation. The scope of goods and services owed by us arises from the contract documents for your chosen software solution and, in particular, from the underlying performance specifications, which are provided to you in the course of entering into the agreement along with the user documentation. As a general rule, we transmit the user documentation to you in the course of transmitting the order confirmation.

If you obtain the software solution via our DMG MORI internal sales organization, the documents mentioned in the foregoing paragraph are provided to you by the ASM or DSM when the agreement is entered into or transmitted to you by mail or electronically.

We market the software solution you have chosen based on what is known as a subscription model. In a subscription model, the software solution is provided either

- (i) for a specific amount of time as part of a contract for the performance of a continuing obligation or
- (ii) for a specific amount of time as part of a limited volume.

For the agreed time span within the contract for the performance of a continuing obligation or within the agreed limited volume, you have the right to use the software solution, and we are entitled to the agreed remuneration. Depending on the scope of your order, we also provide additional training, implementation, and parametrization services (Part (E)) and, where applicable, supply hardware as well. To the extent that we process personal data on your behalf and according to your instructions in the course of use of the software solution supplied in each case, Part (J) applies in addition.

DMG MORI

We provide our goods and services exclusively on the basis of these Terms and Conditions. We reserve the right to update these Terms and Conditions at regular intervals. The updated version of these Terms and Conditions will be provided to you at the appropriate time, unsolicited, for the purpose of declaring your consent.

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(A) General provisions

- (1) You have entered into an agreement with us on the provision of a software product for machine tools (hereinafter "**Software**") (the "**Agreement**"). In addition to providing the Software, we also offer further associated services and work, such as implementation, parametrization, training, and maintenance, as well as provision of hardware.
- (2) Our exact delivery and performance obligations, meaning the scope of goods and services, are geared exclusively toward the performance specifications that are operative for the Software. Where these Terms and Conditions contain provisions below that are not congruent with the agreed scope of goods and services, the provisions in question are not relevant to the Agreement.
- (3) We provide the software solution to you
 - (i) during the agreed span of time, i.e., for 12-month periods with a notice period for termination of three months, effective as of the end of any such period. We charge the commensurate remuneration owed by you periodically in advance for the relevant 12-month period (known as an "annual recurring revenue" model); or
 - (ii) for a specific amount of time as part of a limited volume, in the regular case a number of hours. The remuneration owed by you is being charged once in dependence of the volume agreed upon.

Further details are set down in Part (D).

- (4) To the extent that this is agreed with you, our performance obligations also encompass training, implementation, and parametrization services. Part (E) applies in this regard.
- (5) To the extent that the goods and services to be provided under the Agreement for the relevant Software provide for access to personal data and processing thereof on your behalf and according to your instructions during your use of the Software, the rights and obligations in this regard under data protection and privacy law are set down in Part (J).
- (6) In addition to the provision of the Software, the relevant user documentation is part of the goods and services to be provided by us. It contains the technical performance specifications. The scope of the user documentation is stated in the course of entering into the Agreement.
- (7) In addition to the agreed scope of goods and services, the Agreement is subject exclusively to these Terms and Conditions unless otherwise agreed. To the extent that the user documentation sets out further concrete details for our scope of goods and services

(A) General provisions

(e.g., in service level agreements) and these further concrete details conflict with individual provisions of these Terms and Conditions, the provisions of the user documentation take precedence over these Terms and Conditions. Other contractual terms and conditions do not become part of the content of the Agreement, even if we have not expressly objected thereto.

(8) These Terms and Conditions apply toward

- any person or legal entity who or which, when entering into the Agreement, acts in exercise of his or its trade, business or profession (entrepreneur);
- legal entities under public law or public-law special funds.

(B) Entry into the Agreement; billing

- (1) To the extent that you have agreed on the details of entering into the Agreement with the ASM or DSM responsible for you, entry into the Agreement typically takes place through an order confirmation to be transmitted by us. This order confirmation is also included with the user documentation.
- (2) To the extent that entry into the Agreement takes place in electronic form via an online sales channel of the DMG MORI Group – the DMG MORI STORE or the Parts Shop (individually and collectively the **"Online-Platform"**) –, the sections set out below apply. The DMG MORI STORE is operated by DMG MORI DIGITAL GmbH, Gildemeisterstraße 60, 33689 Bielefeld (**"DMG MORI DIGITAL"**). The Parts Shop is operated by DMG MORI Spare Parts GmbH, Lausitzer Straße 7, 82538 Geretsried.
- (3) You are what is known as a participant of the Online-Platform and have, in this regard, set up a user account on the Online-Platform in the course of registering. The relationship between you as a participant and the respective operator of the Online-Platform is geared solely toward the separate contractual relationship between you and that operator, with reference to the applicable DMG MORI General Platform Terms and Conditions (**"Platform Terms and Conditions"**).
- (4) You have set up a user account via the Online-Platform. You will state your company information, value-added tax (VAT) ID number, billing details, and the name of the contact person in the user account. The details are geared toward the Platform Terms and Conditions. Furthermore, you will select the Software via the Online-Platform. Within the scope of the subscription model, you will also state the desired agreement term and the resulting amount of the remuneration (all of the information specified in Sec. (4) hereof, hereinafter referred to merely as **"Agreement Information"**).
- (5) In the course of issuing your offer, it is possible to access and read through these Terms and Conditions and to store them in a commonly used file format. We are also happy to send you the Terms and Conditions separately at your request.
- (6) We will save the Agreement Information and sum up in an online-mask. By clicking the "Order-Button" implemented in the online-mask you issue towards us an individual offer for the conclusion of the Agreement. You will receive a separate notification when the offer is received, in compliance with the statutory obligations. We will review the Agreement Information and, if the outcome of the self-disclosure and identity check is positive, will confirm entry into the Agreement by transmitting a separate order confirmation. Our transmission of the order confirmation constitutes acceptance on our part of the offer to enter into the Agreement.
- (7) The respective operator of the Online-Platform is obligated to comply with the applicable

(B) Entry into the agreement; billing

EU General Data Protection Regulation (Regulation (EU) No. 2016/697 of the European Parliament and of the Council of 27 April 2016, hereinafter "**GDPR**") as well as the Federal Data Protection Act (*Bundesdatenschutzgesetz*). In the course of stating the Agreement Information, you will be provided with the DMG MORI data protection and privacy policy, which meets the requirements of the GDPR and the Federal Data Protection Act. This data protection and privacy policy can also be accessed on an ongoing basis via the relevant tab of the Online-Platform. Our own data protection and privacy policy is also stored on the Online-Platform.

(C) Scope of services

- (1) The factor determining the scope, nature, and quality of our scope of goods and services for the relevant Software is the performance specifications provided within the scope of the Agreement in this regard. Other information or requirements will not become elements of the Agreement unless we have agreed on this separately or have confirmed the information and requirements separately. This also applies to subsequent changes in the scope of services.
- (2) Product specifications, visualizations, trial programs, etc., are performance specifications, but do not constitute warranties. A warranty requires a written declaration on our part.
- (3) You will receive the Software and the user documentation therefor. You have no claim to provision of source code.
- (4) We will perform our services in accordance with the then generally acknowledged state of the art. We will take into account general process descriptions, industry standards, and any specific provisions, methods, and application practices that may apply on your part.
- (5) We are entitled to commission subcontractors for the purpose of fulfilling our performance obligations.
- (6) To the extent that our scope of goods and services includes provision of hardware, the performance obligations in this regard will also be geared toward the performance specifications. The hardware must be returned at the end of the term of Agreement.

(D) Subscription model

- I. Provision of software
- II. Granting of rights
- III. Provision of storage space
- IV. Maintenance; backups
- V. Troubleshooting
- VI. Obligations of cooperation
- VII. Material defects and legal defects
- VIII. Term; termination

(D) Subscription model

I.

Provision of software

- (1) We will provide you as a customer, for the duration of the Agreement, with the Software in exchange for payment of a fee (the “**Subscription Fee**”) in accordance with the provisions of this Part (D). Invoicing will take place
 - (i) in case of contracts for the performance of a continuing obligation immediately after entry into the Agreement, with the bill being issued for the full remuneration owed for the base term, i.e., the first 12-month period. The resulting 12-month amount must be paid to the stated business account before the due date agreed when the Agreement is entered into:
 - (ii) in case of acquisition of a specific amount of time as part of a limited volume immediately after entry into the Agreement, with the bill being issued in the full amount agreed upon. The remuneration must be paid to the stated business account before the due date agreed.
- (2) Invoicing for further 12-month periods in case of contracts for the performance of a continuing obligation will take place subsequently at the start of the relevant 12-month period. These invoices are payable in each case within 30 days after receipt of the commercial invoice, with payment being remitted to the business account indicated therein.
- (3) In addition, we are entitled to change the agreed fee for each new 12-month period in case of contracts for the performance of a continuing obligation at any time upon at least four months’ notice prior to the expiration of this 12-month period. Notice can be provided in electronic, text, or written form. If you do not object, or do not object until after the notice period for termination effective as of the next possible termination date has expired, the changed fee becomes an element of the Agreement as of the start of the upcoming 12-month period. However, if you object to the changed fee, this is also deemed at the same time to constitute ordinary termination of the Agreement. The Agreement thus terminates as of the end of the 12-month period in progress. The previously agreed fee applies until the end of the Agreement.

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II.

Granting of rights

- (1) We grant you a non-exclusive, non-transferable right to use the Software as agreed during the term of the Agreement respectively for the specific amount of time agreed as part of the limited volume.
- (2) You are not permitted to modify the Software except to the extent covered by the use thereof as agreed according to the then-current performance specifications in the user documentation.
- (3) You are not permitted to reproduce the Software except to the extent covered by the use thereof as agreed, along with the then-current performance specifications. Necessary reproduction includes loading Software to the working memory on our server. You are not entitled to provide the Software to third parties, either non-gratuitously or gratuitously. Renting it out to others is expressly not permitted.
- (4) The Software can only be used by the maximum number of the workstations (machines, assembly stations, etc.) that can be planned for within the scope of the Agreement. If you use the Software in a scope that exceeds the rights of use you have acquired either qualitatively (with regard to the nature of the permitted use) or quantitatively (with regard to the number of licenses obtained), you will acquire the rights of use necessary for the permitted use thereof without delay.
- (5) The usage rights granted for a specific amount of time as part of a limited volume expire usage-bound. Upon consumption the entire volume the Agreement ceases to exist with no further declaration of will required.

III.

Provision of storage space

- (1) We will provide sufficient storage space on a server to store your data if this is promised within the scope of the performance specifications. In this case, the provisions set out below in this Part apply. You can store content on this server in the scope agreed in the Agreement.
- (2) We will ensure that the stored data are accessible via the Internet.
- (3) You are not entitled to provide this storage space to any third party, in whole or in part,

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either non-gratuitously or gratuitously, for that party's use.

- (4) We are obligated to take suitable precautions to prevent data loss and unauthorized access to your data by third parties. To this end, we will perform backups periodically, at least once a week.
- (5) To protect your data, we will take suitable measures to prevent unauthorized access by third parties. For the encryption of other data, we will select the encryption technology that we believe is most effective and most secure, taking into account the state of the art, and permits effective use of the platform. There is no claim to a certain type of encryption.
- (6) Subject to further agreements, we will turn over the data to you in a machine-readable format. In this case, we are entitled to determine the machine-readable format at our own discretion. We reserve the right to render the provision of the data dependent in the individual case on payment of a fee to be agreed. This reservation depends on the time, effort, and expense associated with providing the data.
- (7) Upon termination of the Agreement, we will promptly turn over to you, upon request, all data stored in the storage space assigned to you. These data will be turned over either by providing data storage media or by transmitting them via a data network, at your discretion. You have no claim to receiving the software suitable for the use of the data.
- (8) In the event that our services are utilized by unauthorized third parties using your access details, you are liable for any fees lost as a result thereof within the scope of liability under civil law until such time as an order is received from the customer to change the access details or a report of loss or theft is received, to the extent that you are at fault for the access by the unauthorized third party.
- (9) We are entitled to block the storage space immediately if there is a well-founded suspicion that the data stored are unlawful and/or infringe the rights of third parties. A well-founded suspicion of such unlawfulness and/or infringement of rights is deemed to exist in particular if courts, government agencies, and/or other third parties notify us thereof. We will advise you of the imposition of the block and the reason therefor without delay.

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IV.

Maintenance; backups

- (1) Adjustments, modifications, and additions to the services provided under the software-as-a-service arrangement and measures that serve to identify and eliminate functional disruptions shall be done in such a way that they lead to temporary interruption of or adverse effects on availability only where this is absolutely necessary for technical reasons.
- (2) Maintenance and backing up of the Software shall take place within the response times pursuant to Part (D) V below. The availability of the Software shall be geared toward the information stated in the performance specifications. This does not apply to times when the servers cannot be reached due to technical or other problems lying outside our sphere of influence.
- (3) We will perform maintenance and backups within the following service times:
 - Monday through Friday, 9:00 a.m. to 5:00 p.m. (not including legal holidays; "legal holidays" means those observed in the place where the other party to the contract with you has its registered office)
 - The response and resolution times applicable pursuant to Part (D) V will not be provided outside the service times.
- (4) Software errors must be reported to our help desk by e-mail in principle. Each such report must describe the error (particularly the conditions under which it occurs and the symptoms and effects thereof) as accurately and in as much detail as possible. To the extent possible and reasonable, you are obligated to provide the log files. It may be necessary to access your data for troubleshooting and further error analysis purposes. If this should become necessary, we will obtain your explicit consent thereto. Provisions that may deviate herefrom may be contained in the user documentation, particularly in service level agreements concerning the relevant Software.

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**V.
Troubleshooting**

- (1) We will resolve errors in the Software that arise during the agreed term of provision thereof subject to the provisions that follow.
- (2) The goal of troubleshooting is to establish or maintain the agreed functionality of the Software. An error is deemed to exist accordingly if the Software does not have the agreed functions and this has more than merely minor effects.
- (3) Errors arising in the Software must be placed within the categories detailed below and processed according to the provisions set forth herein. We will keep you informed of the status and outcome of processing.
 - Error class 1 (critical operational errors):

The error prevents the operation of the Software at your end; there is no workaround.
 - Error class 2 (significant operational errors):

The error impedes the operation of the Software at your end to a significant degree, but use thereof is possible via workarounds or with temporarily acceptable restrictions or inconveniences.
 - Error class 3 (other errors):

Other errors that do not adversely affect the use of the system or do so to a merely minor degree. Simultaneous occurrence of multiple such errors can lead to a significant or critical operational error.
- (4) Classification of the errors in the various categories is performed by us, at our reasonably exercised discretion and upon reasonable consideration of (i) the effects of the error in question on your business operations; and (ii) your interests.
- (5) We will respond to your report of an error within the following time limits ("**Response Time**") from the time of the report, but within the customary working hours (on this point, see Part (D) IV below):
 - (iii) in the case of critical operational errors: within four hours

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(iv) in the case of significant operational errors: within eight hours; and

(v) in the case of other errors: within one week.

- (6) We will resolve the errors within a period specified by us during the Response Time. For errors to be resolved, we must have been given the opportunity to analyze and find the root cause of the error in detail.
- (7) If it is foreseeable that a critical or significant operational error cannot be resolved within the relevant specified period after all, we will provide an interim solution ("**Workaround**") within the relevant specified period if possible. Providing the Workaround does not release us from the obligation to resolve the error.
- (8) If there are multiple errors at the same time, we are entitled to prioritize the resolution of errors according to our own discretion.
- (9) We are entitled to resolve errors by way of remote maintenance or remote diagnosis provided that this does not represent any disadvantage for you, and particularly that so doing does not exceed the timeline for providing the relevant maintenance services on site, there are no IT security risks, and the technical prerequisites are met at your end. To the extent that it is necessary for us to perform maintenance services on site on your premises, the maintenance services shall be performed at the daily rates applicable at that time. The then-applicable daily rates can be requested from us at any time.

VI.

Obligations of cooperation

- (1) You are obligated to prevent unauthorized access to the protected areas of the Software by third parties by taking suitable precautions. To this end, you will, to the extent necessary, point out to your employees that it is necessary to comply with copyright.
- (2) Notwithstanding our obligation to back up the data, you are yourself responsible for entering and maintaining your data relating to the use of the Software within the agreed scope of the Agreement.
- (3) You are obligated to check your data and information before entry to ensure that there are no viruses or other harmful components and to utilize state-of-the-art virus scanning programs to this end.
- (4) To the extent that you have generated a user ID and password in order to access and

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use the Software and these are necessary for the further use of the services promised within the scope of the Agreement, you are obligated to keep the user ID and password secret and not to make them accessible to third parties.

- (5) You will grant us on site, during your regular business hours and to the extent necessary, access to the premises and to the hardware and software necessary to perform the service, and provide the necessary technical systems and equipment. To the extent required by the urgency of the relevant maintenance services, access shall be granted even outside regular business hours. We will take care to ensure that our activities on-site disrupt business operations as little as possible.
- (6) You will designate a qualified employee who is available to us as a point of contact and is authorized to make the decisions necessary to the performance of our services.

VII.

Material defects and legal defects

- (1) We warrant that our services are free of defects and rights of third parties. The provisions of this Part (D) do not restrict your statutory claims with regard to material defects and legal defects in any way whatsoever.
- (2) To the extent that our services are performed defectively, we will re-perform the service in question until such time as it has been performed in accordance with the terms.
- (3) Should industrial property rights of third parties be infringed, we will notify you in writing without delay and provide the information necessary to defend against the third-party claims, along with other reasonable forms of support.
- (4) We will, at our own expense and at our discretion, either obtain the necessary rights of use or modify the services such that they no longer infringe third-party industrial property rights, but continue to comply with our agreements. In the latter case, we will perform all conversions, shifts, adjustments of documentation, training activities, etc., necessary to this end. If we are unable to ensure the necessary rights of use or to modify the maintenance services accordingly, you are entitled to terminate the software maintenance with immediate effect. Nothing herein shall affect your right to assert claims for damages in excess thereof.
- (5) In the event of infringement of third-party industrial property rights, we will indemnify you and hold you harmless from and against all claims and claims for damages resulting

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therefrom and from and against the costs of legal defense in a reasonable amount in exchange for proof thereof, if and insofar as we ourselves are liable in relation to you. The obligation of indemnification is subject to the prerequisite that you do not enter into a settlement regarding the claims asserted by the third party or acknowledge these claims except with our prior written consent nor do you assign the indemnification claim set down herein.

VIII.

Term; termination

- (1) The Agreement having the subject of being a contract for a continuing obligation has a base term of 12 months. Test phases are not included in the base term. The right of ordinary termination is ruled out during the base term. The term is extended by a further 12 months in each case if the Agreement is not terminated with three months' notice, effective as of the end of the base term or of the extended term, as the case may be. In the event that the term is automatically extended, the Agreement can be terminated by way of ordinary termination upon three months' notice, effective as of the end of the relevant term.
- (2) Notice of termination must be given in written form.
- (3) Nothing herein shall affect the right of both Parties to terminate the Agreement by way of extraordinary termination for good cause. Good cause is deemed to exist in particular if
 - insolvency proceedings concerning our or your assets are initiated or a request for the initiation of such proceedings is denied for lack of sufficient assets, or if the Agreement is terminated by way of rescission or challenge or otherwise; or
 - advances in technology render the performance of the subscription services impossible.
- (4) The provisions above shall not apply to Agreements related to the purchase of a specific amount of time as part of a limited volume.

(E) Training, implementation, and parametrization services

- I. Content and scope of services; timeline and process
- II. Obligations of cooperation
- III. Detailed concept
- IV. Formal acceptance
- V. Initial and further training

(E) Training, implementation, and parametrization services

I.

Content and scope of services; timeline and process

- (1) The content and scope of, and the overall conditions that apply to, the training, implementation, and parametrization services owed by us arise exclusively from the performance specifications and these Terms and Conditions. Amendments and addenda to the content and/or scope of the services are exclusively the subject of change requests (see Sec. (3) below). Amendments and addenda are deemed to have been validly agreed only if they are made in writing.
- (2) We will jointly agree on a timeline and process for the services owed.
- (3) You can propose amendments and addenda to the content or scope of the services owed by us at any time. The proposal must include at least the following information:
 - the relevant specifications of the changes or additions;
 - the reasons, from a subject-specific and technical perspective;
 - the expected effects on the timeline and process; and
 - an estimate of the time, effort, and expense required, including those that have been incurred and will later be incurred to review the change and addition proposal and to carry out the change request process.
- (4) We are entitled to decline to make the changes or additions if they are either impossible to execute in technical terms or are associated with disproportionate time, effort, and/or expense that would be unreasonable for us.
- (5) If a review of the possibilities for making changes and additions and the actual execution of the changes and additions, if any, affect the contractual service structure (particularly the remuneration, time limits, details of formal acceptance, etc.), we will adjust the relevant agreement in writing with you without delay. Minor effects will be left outside consideration. With regard to the additional expenses we incur by realizing the change or addition proposal and carrying out the change and addition process, we have a claim to

(E) Training, implementation, and parametrization services

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additional remuneration according to time and effort in accordance with separate agreements.

II.

Obligations of cooperation

- (1) You agree to work closely and efficiently with us during every phase. This also includes ensuring suitable personnel, organizational, subject-specific, and technical measures on your part, and particularly also includes preparing the detailed concept in accordance with Part (E) III below.
- (2) You are obligated to back up your data stock regularly with the due diligence of a proper business entity. In particular, you will perform a full data backup of all system and application data immediately upon every installation and/or other intervention by us or by third parties commissioned by us. The data backups must be kept in such a way that the backed-up data can be restored at any time.
- (3) You are required to procure for us the right to use and access third-party systems to the extent that this is necessary in order to be able to perform the services owed.
- (4) We will agree in the timeline and process on whether time limits and dates should be viewed as binding or non-binding. If we do not set out any provisions on this, time limits and/or dates are non-binding. Beyond that, all of our services are subject to the proviso that we receive correct and timely supplies ourselves and that you fulfill your obligations and perform the cooperative actions required of you.

III.

Detailed concept

- (1) During the planning phase, we will prepare a set of specifications pertaining to your requirements ("**Detailed Concept**"). The Detailed Concept shall be coordinated by both of us as a sign of mutual agreement.
- (2) The final written version of the Detailed Concept serves as the binding basis for provision of the Software by us; it supersedes all previous versions.
- (3) We will, on the basis of the Detailed Concept and in accordance with the state of the art, prepare functional Software for the intended fields of application or adjust the existing Software, as the case may be.

IV.

Formal acceptance

(E) Training, implementation, and parametrization services

I. Content and scope of services; timeline and process

II. Obligations of cooperation

III. Detailed concept

IV. Formal acceptance

V. Initial and further training

- (1) Our services must be accepted in formal terms. Some services, particularly consulting and support services, are not subject to formal acceptance as such unless the need for formal acceptance thereof has been expressly specified. Formal acceptance shall take place either through us or through a subcontractor who has been authorized and empowered accordingly.
- (2) Formal acceptance shall take place subject to the following provisions:
- We will notify you in writing when the relevant services or sub-services are ready for formal acceptance.
 - Without delay, and in any event within a period of seven days from receipt of the notice, we will perform a formal acceptance review in accordance with the agreed formal acceptance and review plan.
 - Once the formal acceptance review has been performed successfully, you will declare formal acceptance in writing without delay. The formal acceptance review is deemed to have been performed successfully if the service or sub-service fulfills the requirements agreed between us on all major points.
 - You are obligated to notify us in writing without delay if you become aware of any deviations from the agreed requirements during the formal acceptance review.
 - The provisions of Part (D) apply accordingly to the errors to be resolved during the formal acceptance process.
 - At the end of the formal acceptance review, we will prepare a written record; this record must be signed by both of us. The record must describe the errors identified, broken down according to error classes, and must state the reasons for any denial of formal acceptance.
 - If formal acceptance fails, we will remedy the defects standing in the way of formal acceptance within 14 days and provide the services for formal acceptance again. If formal acceptance then fails another time, you are entitled to rescind the Agreement.
- (3) If you do not declare formal acceptance without delay, we are permitted to set, in writing, a time limit of one week for you to issue this declaration. Formal acceptance is deemed to have taken place if you do not specify the reasons for denying formal acceptance in

(E) Training, implementation, and parametrization services

- I. Content and scope of services; timeline and process
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- V. Initial and further training

writing within this time limit.

- (4) The overall system will be provided after successful formal acceptance. In this regard, we will provide a Software commensurate with the goals defined in the detailed specifications.

V.

Initial and further training

- (1) We will instruct your designated personnel, during the period stipulated in the timeline and process to be drafted separately, in the use of the Software and the handling of the associated working materials. The location, nature, and scope of the initial training will be agreed separately between us.
- (2) Training sessions will take place, at our discretion, either on your premises or, by arrangement with you, in another location to be determined. In the case of training held on your premises, you will provide us with appropriate premises or technical equipment by prior arrangement with us. In the case of training held elsewhere, you will rent the premises and provide the necessary hardware and software on site. In the case of training held on our premises, we will provide the premises and the necessary hardware and software.
- (3) We are permitted to cancel a training date for good cause. We will notify you of the cancellation of any such date in due time and offer substitute dates. In the event of travel for training purposes, you are obligated to bear the relevant costs thereof. The amount of the costs must be agreed in advance.

(F) Liability

- (1) We are liable without limitation
 - in case of intent or gross negligence;
 - for loss of life, bodily injury, or impairment of health;
 - pursuant to the provisions of the German Product Liability Act (ProdHaftG); and
 - within the scope of any warranty provided by us.
- (2) In the case of violation through ordinary negligence of any obligation that is essential to achieving the purpose of the Agreement (cardinal obligation), our liability is limited in amount to the amount of damage and/or losses that is foreseeable and typical.
- (3) We are not liable for loss of data to the extent that the damage and/or loss is based on your having failed to perform data backups and thereby ensure that lost data could be restored with reasonable time, effort, and expense.
- (4) Liability in the cases set forth in the foregoing section is limited in each individual case to the net order value.
- (5) There is no further liability on our part.
- (6) We are, in principle, not liable for the accuracy or completeness of information provided by you or by third parties, and in this regard are not liable in particular for machine-generated or machine-obtained data being current and accurate. If information provided by you or third parties infringes third-party rights, you are obligated to either, at your discretion, procure for us the right to use such information at your own expense or indemnify us and hold us harmless from and against any and all claims and costs. However, this obligation of indemnification applies only if you are responsible for the infringement of the third-party rights.
- (7) The foregoing limitation of liability also applies to the personal liability of your employees, representatives, and corporate bodies.

(G) Backup measures; audit rights

- (1) We will safeguard the Software and, where applicable, the access details for online access against access by unauthorized third parties by taking suitable measures. In particular, all copies of the Software and the access details must be kept in a safe place.
- (2) You will enable us, at our request, to review the proper use of the Software, particularly with an eye to whether you are using the program within the scope acquired in qualitative and quantitative terms. To this end, you will provide us with information, allow us to inspect relevant documents and records, and enable a review of the hardware and software environment that is used either by us or by an auditing firm designated by us and acceptable to you. We are permitted to perform this audit, or to have it performed by third parties who are obligated to maintain confidentiality, on your premises during your regular business hours. We will take care to ensure that our activities on-site disrupt business operations as little as possible. If the review shows that the use of the Software is being exceeded in quantitative terms by more than 5% compared to the agreed scope or that another use not compliant with the Agreement is taking place, you will bear the costs of the review. Otherwise, we will bear the costs.

(H) Confidentiality

- (1) **"Confidential Information"** means all information and documents of us and you that is or are designated as confidential or should be viewed based on the circumstances as being confidential, particularly information on operational procedures, business relationships, and know-how.
- (2) Both Parties will maintain confidentiality concerning Confidential Information.
- (3) This obligation does not apply to Confidential Information that
 - was demonstrably already known to the recipient when the Agreement was entered into or became known to the recipient thereafter through the actions of third parties without any confidentiality agreement, statutory provisions, or orders issued by government agencies being violated thereby;
 - was public knowledge when the Agreement was entered into or becomes public knowledge thereafter, where this is not based on a violation of the Agreement; or
 - must be disclosed based on statutory obligations or on the orders of a court or government agency. To the extent permissible and possible, the recipient obligated to disclose the information shall notify the relevant Party thereof in advance and give this Party an opportunity to take action against the disclosure.
- (4) Both Parties shall grant access to Confidential Information only to advisors who are subject to professional secrecy or upon whom corresponding obligations have been imposed as a consequence of the confidentiality obligations pursuant to the Agreement. Furthermore, both Parties shall disclose Confidential Information only to those employees who require knowledge thereof for the implementation of the Agreement and shall impose on such employees an obligation to maintain confidentiality, including for the period after their departure, to the extent permissible under labor and employment law.

(I) Open source terms

- (1) The preparation and use of the Software have taken place and/or continue to take place partly using freely available software ("**Open Source Software**") on the basis of the license agreements that apply to the Open Source Software ("**Open Source Provisions**") between us and the relevant licensor. We permit the use of this Open Source Software without charging a licensing fee. The relevant Open Source Provisions for the Software are stored at <https://gtc.dmgmori.com>, where they can be viewed. The Open Source Software programs used in this regard are also listed in detail there. The use of the Open Source Software takes place on the basis of the Open Source Provisions and is not restricted by these Terms and Conditions to your detriment in any way whatsoever.
- (2) You declare your consent to the application of these Open Source Provisions and agree that, to the extent that the Open Source Provisions so require, we disclaim any and all liability for defects and other liability as well as any and all indemnification with regard to the use of the Open Source Software. At your request and to the extent necessary in accordance with the relevant Open Source Provisions, we will turn over a copy of the source code for the relevant Open Source Software to you or provide it via suitable electronic means. To the extent that the provisions of these Terms and Conditions conflict with the Open Source Provisions, the Open Source Provisions take precedence over the provisions of these Terms and Conditions with regard to the Open Source Software.

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I.

Definitions

- (1) As used hereinafter, the terms defined below have the meanings set down herein within the meaning of Part (J).
- (2) **"Data subject"** has the meaning set down in the definition of "Personal Data."
- (3) Pursuant to Article 4(7) GDPR, **"controller"** means the body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- (4) Pursuant to Article 4(8) GDPR, **"processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- (5) Pursuant to Article 4(1) GDPR, **"personal data"** means any information relating to an identified or identifiable natural person (**"Data Subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (6) **"Personal data requiring special protection"** means personal data pursuant to Article 9 GDPR revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership of data subjects, personal data pursuant to Article 10 GDPR relating to criminal convictions and offenses or related security measures, and genetic data pursuant to Article 4(13) GDPR, biometric data pursuant to Article 4(14) GDPR, data concerning health pursuant to Article 4(15) GDPR, and data concerning a natural person's sex life or sexual orientation.
- (7) Pursuant to Article 4(2) GDPR, **"processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by au-

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tomated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- (8) Pursuant to Article 4(21) GDPR, "**supervisory authority**" means an independent public authority which is established by a Member State pursuant to Article 51 GDPR.
- (9) "**Main agreement**" means the Agreement existing between you and us as defined in Part (A) (1).
- (10) "**Client**" means you as the other party to the contract with us under the Agreement or main agreement.
- (11) "**Contractor**" means us as the other party to the contract with you under the Agreement or main agreement.
- (12) "**Annex**" means Annex (J) 1, Annex(J) 2, and Annex (J) 3 to these Terms and Conditions. All three annexes appear at the end of the text of the Terms and Conditions. The content of the annexes is as follows:
- Annex (J) 1: Description of data/categories of data requiring special protection
 - Annex (J) 2: Description of data subjects/groups of data subjects
 - Annex (J) 3: Approved subcontractors

Kommentiert [TT1]: Komplette entfernen?

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II.

General provisions

- (1) The Client wishes to commission the Contractor to perform the services mentioned in the Agreement. Part of the implementation of the agreement is the processing of personal data. Article 28 GDPR in particular establishes certain requirements for such processing on behalf of another entity. To meet these requirements, the agreement set forth below is entered into; no separate remuneration for fulfillment hereof will be provided unless expressly agreed otherwise.
- (2) Nothing herein shall affect the permissibility of processing of personal data pursuant to the GDPR or the German Federal Data Protection Act (BDSG). This applies in particular to processing for internal administrative purposes (Recital 48 GDPR), based on legitimate interests (point (f) of Article 6(1) GDPR), for the performance of a contract (point (b) of Article 6(1) GDPR), for compliance with legal obligations (point (c) of Article 6(1) GDPR), or on the basis of individual consent (point (a) of Article 6(1) GDPR) or collective permission (Article 88 GDPR).

III.

Indication of the competent data protection supervisory authority

- (1) The competent supervisory authority for the Client is the authority in the German state where the Client has its registered office.
- (2) The competent supervisory authority for the Contractor is the North Rhine-Westphalia Commissioner for Data Protection and Freedom of Information (LDI NRW, Kavalleriestraße 2-4, 40213 Düsseldorf, Tel.: 0211/38424-0, Fax: 0211/38424-999, e-mail: poststelle@ldi.nrw.de).
- (3) The Client and the Contractor and, where applicable, their representatives or agents shall work together with the supervisory authority upon request in the fulfillment of its tasks.

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IV.

Subject matter of agreement

- (1) The Contractor performs for the Client services from the area of industrial software use on the basis of the main agreement entered into between the Parties. In the process, the Contractor will receive access to personal data and process these exclusively on the Client's behalf and according to the Client's instructions. The scope and purpose of the data processing by the Contractor arise from the main agreement (and the associated performance specifications). The Client is obligated to assess the reliability of the data processing.
- (2) The Parties are entering into the present agreement to set out further concrete details of their reciprocal rights and obligations under data protection and privacy law. In the event of any doubt, the provisions of the present agreement take precedence over those of the main agreement.
- (3) The provisions of this agreement apply to all activities that are associated with the main agreement and in whose case the Contractor and its employees or persons or entities commissioned by the Contractor come into contact with personal data that originate with the Client or were collected on the Client's behalf.
- (4) The term of this agreement is geared toward the term of the main agreement unless the provisions set forth hereinafter give rise to obligations or rights of termination beyond that.

V.

Right to issue instructions

- (1) The Contractor is permitted to collect, process, or use data only within the scope of the main agreement and in accordance with the Client's instructions; this applies in particular in relation to the transfer of personal data to a third country or an international organization. If the Contractor is obliged to engage in further processing by the laws of the European Union or of the Member States to which it is subject, it must notify the Client of

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these legal requirements prior to the processing.

- (2) The Client's instructions are initially established by the provisions of this Part (J) and may be amended, supplemented, or replaced by the Client thereafter in written or text form through individual instructions. The Client is permitted to issue corresponding instructions at any time. This includes instructions with regard to rectification, erasure, and blocking of data. The persons authorized to issue instructions are typically the corporate bodies of the Client that are authorized to represent the Client. If there is any change in the designated persons or the designated persons are absent for a longer period, the successor or substitute must be designated to the Contractor in text form without delay.
- (3) All instructions issued must be documented by both the Client and the Contractor. Instructions that extend beyond the performance agreed in the main agreement shall be treated as requests for changes in service.
- (4) If the Contractor believes that any instructions from the Client violate provisions of data protection or privacy law, it must notify the Client thereof without delay. The Contractor is entitled to suspend the implementation of the instructions in question until such time as they are confirmed or amended by the Client. The Contractor is permitted to refuse to implement any instructions that are obviously unlawful.

VI.

Type of data processed; data subjects

- (1) Within the scope of implementing the main agreement, the Contractor shall receive access to the personal data specified in further detail in **Annex (J)**. These data also encompass the special categories of personal data listed in **Annex (J)** and designated as such.
- (2) The group of data subjects affected by the data processing is outlined in **Annex (J)**.

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VII.

Processor's safeguards

- (1) The Contractor is obligated to observe the statutory provisions relating to data protection and not to disclose the information obtained from within the Client's sphere to third parties or expose it to access by such third parties. Documents and data must be safeguarded against unauthorized parties gaining knowledge thereof, taking into account the state of the art.
- (2) Within its area of responsibility, the Contractor shall arrange its internal organization within its business in such a way that it accommodates the particular requirements of data protection. It shall take all necessary technical and organizational measures to adequately safeguard the Client's data pursuant to Article 32 GDPR ("TOMs"). The Contractor is happy to provide the Client with a summary of the TOMs upon request.
- (3) The following is appointed to serve as the data protection officer at the Contractor's end: the Group Data Protection Officer (responsibility@dmgmori.com). The Contractor shall publish the data protection officer's contact details on its website and communicate them to the supervisory authority. The Contractor shall provide suitable proof of this publication and communication at the Client's request.
- (4) Persons engaged in data processing by the Contractor are prohibited from collecting, processing, and/or using personal data without authorization. The Contractor shall impose a corresponding obligation (obligation of confidentiality, point (b) of Article 28(3) GDPR) on all persons entrusted by it with the processing and fulfillment of the processing of data on behalf of another entity pursuant to the provisions of this Part (J) (hereinafter "Employees") and shall ensure compliance with this obligation with the necessary care. These obligations must be worded in such a way that they remain in force even after the termination of the processing of data on behalf of another entity pursuant to the provisions of this Part (J) or of the employment relationship between the Employee and the Contractor. The obligations must be demonstrated to the Client in a suitable manner

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upon request.

VIII.

Processor's obligation to provide information

- (1) In the case of disruptions, suspicion of data protection violations or of violations of contractual obligations of the Contractor, or suspicion of security incidents or other irregularities in the processing of the personal data by the Contractor, persons employed by the Contractor within the scope of the order, or third parties, the Contractor shall notify the Client without delay in written or text form. The same applies to audits of the Contractor by the data protection supervisory authority. Each notification of a personal data breach must contain at least the following information:
 - a description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; and
 - a description of the measures taken or proposed to be taken by the Contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- (2) The Contractor shall take the measures necessary to safeguard the data and mitigate possible adverse effects on data subjects without delay, shall notify the Client thereof, and shall request further instructions.
- (3) The Contractor is moreover obligated to provide the Client at any time with information to the extent that the Client's data are affected by a breach pursuant to the foregoing Sec. (1).
- (4) Should the Client's data that are in the Contractor's possession be jeopardized by attachment or seizure, by insolvency or composition proceedings, or by other events or measures on the part of third parties, the Contractor shall notify the Client thereof without

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delay provided that it is not prohibited from doing so by an order issued by a court or government agency. The Contractor shall, in this context, notify all of the appropriate bodies without delay that authority to make decisions regarding the data rests exclusively with the Client as the "controller" within the meaning of the GDPR.

- (5) The Contractor shall notify the Client without delay at the latter's request of any major changes in the TOMS.
- (6) Any change in the person of the company data protection officer must be communicated to the Client without delay.
- (7) The Contractor and, where applicable, its representative must maintain a record of all categories of processing activities performed on the Client's behalf; this record must contain all of the information pursuant to Article 30(2) GDPR. The record must be provided to the Client upon request.
- (8) The Contractor must participate to a reasonable extent in the Client's preparation of the record of procedures. It must communicate the information necessary in each case to the Client in a suitable manner.

IX.

Client's rights of monitoring

- (1) The Client shall satisfy itself, before the start of data processing and at regular intervals thereafter, at least annually, of the technical and organizational measures taken by the Contractor. To this end, it can do things like obtaining information from the Contractor, having existing attestations from experts, certifications, or internal audits presented to it, or reviewing the technical and organizational measures taken by the Contractor itself in person by prior arrangement with sufficient lead time during the usual business hours or having this done by an expert third party, provided that the latter does not compete with the Contractor. The Client shall perform checks only to the extent necessary and shall refrain from disrupting the Contractor's operational procedures disproportionately in the

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process.

- (2) The Contractor agrees to provide the Client, at the latter's oral or written request, within a reasonable time limit with all information and evidence necessary to perform a check of the Contractor's technical and organizational measures.
- (3) The Client shall document the results of the check and communicate them to the Contractor. The Client must notify the Contractor without delay in the case of any errors or irregularities that the Client finds, particularly when reviewing order results. If, during the check, matters are identified and avoiding these in the future requires that changes be made in the sequence of procedures that has been ordered, the Client shall notify the Contractor of the necessary procedural changes without delay.
- (4) The Contractor shall provide the Client, at the latter's request, with a comprehensive and current data protection and security concept for the data processing on the Client's behalf and concerning persons with access authorizations.
- (5) Upon request, the Contractor shall prove to the Client that Employees have undertaken the obligation pursuant to Part VII (4).

X.

Use of subcontractors

- (1) The contractually agreed services or the sub-services described hereinafter will be performed with the involvement of the subcontractors mentioned in **Annex (J)**. The Contractor is, within the scope of its contractual obligations, authorized to establish further subcontracting relationships with subcontractors ("**Subcontracting**"), provided that it notifies the Client thereof in advance and the Client has consented to the commissioning of the subcontractor in writing in advance. The Contractor is obligated to select subcontractors carefully according to their suitability and reliability. When utilizing the services of subcontractors, the Contractor must impose obligations on them in keeping with the provisions of this Agreement and ensure in the process that the Client can exercise its rights arising out of this Agreement (particularly its rights of review and monitoring) directly toward the subcontractors. To the extent that subcontractors in a third country are to be

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included, the Contractor is required to ensure that an adequate level of data protection is guaranteed at the relevant subcontractor's end (e.g., by entering into an agreement on the basis of the EU standard data protection clauses). Upon request, the Contractor shall demonstrate to the Client that the aforementioned agreements have been entered into with its subcontractors.

- (2) Subcontracting within the meaning of these provisions is not deemed to exist if the Contractor commissions third parties to perform services that should be viewed as purely ancillary services. These include, for example, mailing, transportation, and shipping services, cleaning services, telecommunications services that are not specifically related to services that the Contractor performs for the Client, and surveillance services. Maintenance and review services constitute Subcontracting for which consent is required to the extent that these are performed for IT systems that are also used in conjunction with the performance of services for the Client.

XI.

Inquiries and rights of data subjects

- (1) The Contractor shall support the Client where possible with suitable technical and organizational measures in the fulfillment of the latter's obligations pursuant to Articles 12–22, 32, and 36 GDPR.
- (2) If a data subject asserts rights, for example to access to information, rectification, or erasure with regard to the data subject's data, directly toward the Contractor, the Contractor shall refrain from responding independently and shall instead refer the data subject to the Client without delay and await the latter's instructions.

XII.

Liability

- (1) Within its relationship with the Contractor, solely the Client is responsible toward data subjects for providing compensation for damage and/or losses that a data subject suffers due to data processing or use within the scope of the processing of data on another

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entity's behalf that is impermissible under data protection or privacy laws or is incorrect.

- (2) Each of the Parties is exempt from liability if it demonstrates that it is not responsible in any way for the circumstance that has caused the damage and/or losses suffered by a data subject.

XIII.

Right of extraordinary termination

- (1) The Client can terminate the main agreement in whole or in part with immediate effect if the Contractor fails to comply with its obligations arising from the provisions of this Part (J), violates provisions of the GDPR through intent or gross negligence, or cannot or does not wish to execute instructions from the Client.
- (2) In the case of ordinary violations – meaning those that are neither intentional nor grossly negligent – the Client shall set a reasonable time limit during which the Contractor can remedy the violation.

XIV.

Termination of the main agreement

- (1) The Contractor shall return to the Client after the termination of the main agreement, or at any time at the latter's request, any and all documents, data, and data storage media provided to it or – at the Client's request, provided that there is no obligation to store the personal data under European Union law or the laws of the Federal Republic of Germany – shall delete or erase these.
- (2) The Client has the right to check to ensure that the data have been returned or erased in full and in compliance with the contract at the Contractor's end in a suitable manner.
- (3) The Client is obligated to treat the data of which it has become aware in conjunction with the main agreement as confidential, even beyond the end of the main agreement. The provisions of this Part (J) shall remain valid beyond the end of the main agreement as long as the Contractor possesses personal data that were transferred to it by the Client

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or that it has collected for the Client.

(K) Final provisions

- (1) You are not permitted to assign claims against us to third parties except with our prior written consent.
- (2) You are moreover not permitted to offset claims of your own against our claims unless the counterclaims are undisputed or have become final and legally binding.
- (3) Amendments and addenda to the Agreement of these Terms and Conditions must be set forth in written form. This also applies to the termination of these Terms and Conditions. Electronic documents in text form do not meet the written form requirement.
- (4) General terms and conditions of business with different content do not apply.
- (5) Please note that the Software may be subject to export and import restrictions. In particular, there may be obligations to obtain permission, or the use of the Software may be subject to restrictions and associated technologies may be subject to restrictions in other countries. You agree to comply with all applicable export and import laws and regulations of the Federal Republic of Germany, the European Union, and the United States of America and all other relevant provisions. Our fulfillment of the contract is subject to the proviso that there are no obstacles to fulfillment based on national and international provisions of export and import law or any other statutory provisions that conflict therewith.
- (6) The re-import of the Software to Russia and the re-export for use in Russia are expressly prohibited. You undertake to include this obligation in any contracts with third parties related to the Software and you are liable for all direct and indirect damages, including fines, penalties and other sanctions resulting from a breach of this obligation. Should we become aware of any breach of this prohibition, we are legally obliged to review the business relationship and are entitled to terminate it without notice.
- (7) Any Subscription Fee provided in a quotation or Order Confirmation is based on the customs duties, import tariffs or comparable public charges in effect as of the date of issuance of the quotation resp. date of performance. Should any such charges be introduced or increased after the date of quotation respectively date of Order Confirmation, but in any case prior to performance, we reserve the right to adjust the agreed fee to reflect the actual additional costs incurred (i.e. minus any savings). We shall inform you promptly about any such change and the resulting fee adjustment and shall provide reasonable evidence of the increase upon request.
- (8) Serious events, including but not limited to *force majeure*, labor disputes, unrest, war or terrorist conflicts, that have unforeseeable consequences for the performance of services, will release us from our obligations of performance for the duration of the disruption and within the scope of the effects thereof, even if we should be in default. Automatic cancellation of the Agreement is not associated with this. Each of the Parties hereto

(K) Final provisions

agrees to notify the other of any such obstacle and to adjust its obligations in good faith to reflect the changed circumstances. Events of *force majeure* also include epidemics and pandemics.

- (9) You hereby declare that you are willing to be mentioned as a reference customer within the scope of our marketing activities. We will agree with you on the details of whether and, if so, how we mention you in this way on a case-by-case basis.
- (10) The Agreement and the Terms and Conditions are subject to German law as it applies among domestic parties.
- (11) The sole place of jurisdiction is Bielefeld.
- (12) Should individual provisions of these Terms and Conditions be invalid, this does not affect the validity of the remaining provisions. In this case, we will strive to replace the invalid provision with a valid provision that most readily approximates the economic significance of the invalid provision.

Annex J Data Protection Particulars distinguished by Software Product**NETservice**

Beschreibung der besonders schutzbedürftigen Daten/Datenkategorien	Categories of particular sensitive personnel data
➤ Personenstammdaten: Name, Vorname	➤ personnel master data: name, surname
➤ Nutzungsdaten: Benutzername, IP-Adresse	➤ usage data: user name, IP-address
➤ Vertragsstammdaten: Vertragspartner, Anschrift	➤ contract master data: contract partner, address
➤ Kommunikationsdaten: Telefonnummer, E-Mail-Adresse	➤ communication data: telephone number, email address
➤ Sowie alle weiteren personenbezogenen Daten, die durch den Auftraggeber über freie Textfelder eingegeben werden	➤ any further personnel data that is being processed by controller

NETservice

Beschreibung Betroffenen/Betroffenengruppen	Group of affected data subjects
➤ Beschäftigte, leitende Angestellte, freie Mitarbeiter, Subunternehmer und Leiharbeitnehmer des Auftraggebers (Beispiele: Maschinenbediener, Service-Techniker, Produktionsleitung)	➤ employees, officers, freelancers, sub-contractors and temporary employees of the controller (examples: machine operators, service technicians, production management)

NETservice**Genehmigte Subunternehmer/Approved subcontractors**

- **Company: Microsoft Corporation**
Address: One Microsoft Way; Redmond, WA 98052-6399 USA
Category: Cloud Services
- **Company: Microsoft Deutschland GmbH**
Address: Walter-Gropius-Straße 5; 80807 München; Deutschland
Category: Cloud Services
- **Company: symmedia GmbH**
Address: Turnerstraße 27; 33602 Bielefeld; Deutschland
Category: Development and Support
- **Company: DMG MORI HEITEC Digital Kft.**
Address: Hauszmann A. u. 3/A.; H-1117 Budapest; Hungary
Category: Operations and Support

Planning & Control

Beschreibung der besonders schutzbedürftigen Daten/Datenkategorien	Categories of particular sensitive personnel data
➤ Personenstammdaten: Name, Vorname, Geburtsdatum, Personalnummer	➤ personnel master data: surname, first name, date of birth, personnel number
➤ Ergänzende Personendaten: Position, Qualifikation, Werdegang	➤ additional personnel data: position, qualification, career
➤ Nutzungsdaten: Benutzername	➤ usage data: user name
➤ Vertragsstammdaten: Vertragspartner, Anschrift	➤ contract master data: contract partner, address
➤ Vertragsabrechnungs- und Zahlungsdaten: IBAN, Kreditinstitut	➤ contract billing and payment data. IBAN, credit institution
➤ Kommunikationsdaten: Telefonnummer, E-Mail-Adresse	➤ communication data: telephone number, email address
➤ Daten zu Anfragen und Ausschreibungen von Waren oder Dienstleistungen: Standort, Ansprechpartner, Auftragsbeschreibung	➤ data on enquiries and tenders for goods or services: location, contact person, order description
➤ Vertrags- und Abrechnungsdaten über den Kauf oder Verkauf von Waren oder Dienstleistungen: Auftragsdaten, Auftragsbedingungen	➤ contract and billing data on the purchase or sale of goods or services: order data, order conditions

Planning & Control

Beschreibung der Betroffenen/Betroffenengruppen	Group of affected data subjects
➤ Beschäftigte, leitende Angestellte, freie Mitarbeiter, Subunternehmer und Leiharbeitnehmer des Auftraggebers (Beispiele: Maschinenbediener, Service-Techniker, Produktionsleitung)	➤ employees, officers, freelancers, sub-contractors and temporary employees of the controller (examples: machine operators, service technicians, production management)
➤ Ansprechpartner bei Service-Partnern, Lieferanten, Händlern und Herstellern (Beispiele: Externer Service-Techniker, Ansprechpartner bei Lieferanten)	➤ contacts at service partners, suppliers, dealers and manufacturers (examples: external service technician, contact person at suppliers)
➤ Kunden, Interessenten sowie weitere Kontakte des Auftraggebers (Beispiele: Kontakte aus dem Firmenadressbuch)	➤ customers, interested parties and other contacts of the client (examples: contacts from the company address book)

Planning & Control**Genehmigte Subunternehmer/Approved subcontractors****Company: Atlassian. Pty Lt****Address:** 341 George Street; Sydney, NSW; 2000 Australia**Category:** Development Operations, Service and Support**Company: Dynatrace GmbH****Address:** Konrad-Zuse-Platz 8; 81829 München, Germany**Category:** Development and Operations**Company: Microsoft Corporation****Address:** One Microsoft Way; Redmond, WA 98052-6399 USA**Category:** Cloud Services**Company: Microsoft Deutschland GmbH****Address:** Walter-Gropius-Straße 5; 80807 München, Germany**Category:** Cloud Services**Company: DMG MORI HEITEC Digital Kft.****Address:** Hauszmann A. u. 3/A.; H-1117 Budapest; Hungary**Category:** Development, Operations and Support**Company: Cpro IoT Connect GmbH****Address:** Osterbekstraße 90c, 22083 Hamburg, Germany**Category:** Development, Consulting**Company: Slack Technologies Limited****Address:** One Park Place, Upper Hatch Street; Dublin 2; Ireland**Category:** Communication**Company: Telekom Deutschland GmbH****Address:** Landgrabenweg 151; 53227 Bonn, Germany**Category:** Communication**Company: Unitymedia****Address:** Vodafone West GmbH; Aachener Str. 746-750; 50933 Köln, Germany**Category:** Communication**Company: Vodafone****Address:** Vodafone West GmbH; Aachener Str. 746-750; 50933 Köln, Germany**Category:** Communication**Company: Deutsche Glasfaser Holding GmbH****Address:** Am Kuhm 31, 46325 Borken, Germany**Category:** Communication**Company: Kabel Deutschland Holding Ag****Address:** Betastr. 6-8, 85774 Unterföhring, Germany**Category:** Communication**Company: Zendesk****Address:** Neue Schönhauser Str. 3-5, 10178 Berlin, Germany

Category: Communication

Company: Kapitel4 GmbH

Address: Millennium Park 20, 6890 Lustenau, Austria

Category: Marketing

Company: Media service

Address: Hermelinweg 10, 33689 Bielefeld, Germany

Category: Marketing

Company: Filmremise GmbH

Address: Dammstraße 5, 6890 Lustenau, Germany

Category: Marketing

Company: wyn online marketing GmbH & Co. KG

Address: Stadthausbrücke 8, 20355 Hamburg, Germany

Category: Marketing

Company: pressGATE GmbH

Address: Schillerstr. 14, 51379 Leverkusen, Germany

Category: Marketing

Company: prohost networks GmbH

Address: Wilhelm-Külz-Str. 69, 14532 Stahnsdorf, Germany

Category: Marketing

Company: whmedia KG d. Werner Haselrieder & Co.

Address: Obstplatz 22, 39100 Bozen, Italy

Category: Marketing

Digital Tooling

Beschreibung der besonders schutzbedürftigen Daten/Datenkategorien	Categories of particular sensitive personnel data
➤ Personenstammdaten: Name, Vorname	➤ personnel master data: surname, first name
➤ Kommunikationsdaten: Telefonnummer, E-Mail-Adresse	➤ communication data: telephone number, email address
➤ Visuelle Daten: Logos, Bilder, Dokumente	➤ visual data: logo, picture, documents

Digital Tooling

Beschreibung Betroffenen/Betroffenengruppen	Group of affected data subjects
➤ Beschäftigte, leitende Angestellte, freie Mitarbeiter, Subunternehmer (Beispiele: Produktionsleiter, Administratoren, CAM-Programmierer, Maschinenbediener)	➤ employees, officers, freelancers, sub-contractors and temporary employees of the controller (examples: head of production, administrators, CAM-programmer, machine operators)

Digital Tooling**Genehmigte Subunternehmer/Approved subcontractors**

- **Company:** Microsoft Ireland Operations Ltd
Address: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
Category: Cloud-Infrastructure
- **Company:** Chargebee Inc.
Address: 340 S. Lemon Ave #1537, Walnut, California 91789, United States
Category: Subscription Management – Data Hosting
- **Company:** Google Ireland Limited
Address: Google Building Gordon House, 4 Barrow St. Dublin, D04 E5W5, Ireland
Category: Analytics of data for Product Improvement
- **Company:** Arvato Systems Perdata GmbH
Address: Martin-Luther-Ring 7-9, 04109 Leipzig, Germany
Category: 24/7 Monitoring and Administration of MS Azure Environment
- **Company:** Twilio Germany GmbH
Address: Rosenheimer Str. 143C, 81671 München, Germany
Category: Password Management
- **Company:** Usersnap GmbH
Address: Industriezeile 35, 4020 Linz, Austria
Category: Application Supporting
- **Company:** Zapier Inc.
Address: 548 Market St. #62411, San Francisco, CA 94104-5401
Category: Technical Support

up2parts

Beschreibung der besonders schutzbedürftigen Daten/Datenkategorien	Categories of particular sensitive personnel data
➤ Personenstammdaten: Name, Vorname, Titel	➤ personnel master data: surname, first name, title
➤ Kommunikationsdaten: E-Mail-Adresse	➤ communication data: email address
➤ Vertragsstammdaten: Vertragspartner, Anschrift	➤ Contract master data: contract partner, address

up2parts

Beschreibung Betroffenen/Betroffenengruppen		Group of affected data subjects
➤ Beschäftigte, leitende Angestellte, freie Mitarbeiter, Subunternehmer und Leiharbeitnehmer des Auftraggebers (Beispiele: Maschinenbediener, Vertriebsmitarbeiter, Produktionsleitung)		➤ employees, officers, freelancers, sub-contractors and temporary employees of the controller (examples: machine operators, distribution employees, production management)
➤ Kunden, Interessenten sowie weitere Kontakte des Auftraggebers		➤ customers, interested parties and other contacts of the client

up2parts**Genehmigte Subunternehmer/Approved subcontractors**

- **Company:** DMG MORI HEITEC Digital Kft
Address: H-1117 Budapest, Hauszmann A. u. 3/A., Ungarn
Category: Personal Service Provider
- **Company:** BAM GmbH
Address: Dr.-Müller-Straße 26, 92637 Weiden
Category: Accounting Service Provider
- **Company:** Blubito GmbH
Address: Neuer Wall 10, 20354 Hamburg
Category: Personal Service Provider
- **Company:** FPT Deutschland GmbH
Address: Am Thyssenhaus 1-3, Haus 3, 45128 Essen
Category: Personal Service Provider
- **Company:** Microsoft Ireland Operations Ltd
Address: One Microsoft Place; South County Business Park, Leopardstown, Dublin 18, D18 P521, Irland
Category: Cloud Services
- **Company:** 84codes AB
Address: Hälsingegatan 49, 113 31 Stockholm
Category: Message Broker
- **Company:** Auth0
Address: 10800 NE 8th, St Suite 700 Bellevue, WA 98004
Category: Tenant Authorisation
- **Company:** Atlassian Pty Ltd
Address: c/o Atlassian, Inc., 350 Bush Street, Floor 13, San Francisco, CA 94104
Category: Service Provider

Messenger SC

Beschreibung der besonders schutzbedürftigen Daten/Datenkategorien	Categories of particular sensitive personnel data
➤ Personenstammdaten: Name, Vorname	➤ personnel master data: name, surname
➤ Nutzungsdaten: Benutzername	➤ usage data: user name
➤ Kommunikationsdaten: Telefonnummer, E-Mail-Adresse	➤ communication data: telephone number, email address
➤ Sowie alle weiteren personenbezogenen Daten, die durch den Auftraggeber über freie Textfelder eingegeben werden	➤ any further personnel data that is being processed by controller

Messenger SC

Beschreibung der Betroffenen/Betroffenengruppen	Group of affected data subjects
➤ Beschäftigte, leitende Angestellte, freie Mitarbeiter, Subunternehmer und Leiharbeitnehmer des Auftraggebers (Beispiele: Maschinenbediener, Vertriebsmitarbeiter, Produktionsleitung)	➤ employees, officers, freelancers, subcontractors and temporary employees of the controller (examples: machine operators, distribution employees, production management)
➤ Kunden, Interessenten sowie weitere Kontakte des Auftraggebers	➤ customers, interested parties and other contacts of the client

Messenger SC**Genehmigte Subunternehmer/Approved subcontractors**

- **Company: Atlassian. Pty Lt**
Address: 341 George Street; Sydney, NSW; 2000 Australia
Category: Developmen Operations, Service and Support
- **Company: Microsoft Corporation**
Address: One Microsoft Way; Redmond, WA 98052-6399 USA
Category: Cloud Services
- **Company: Microsoft Deutschland GmbH**
Address: Walter-Gropius-Straße 5; 80807 München; Deutschland
Category: Cloud Services
- **Company: Microsoft Ireland Operations Ltd**
Address: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
Category: Cloud-Infrastructure
- **Company: DMG MORI HEITEC Digital Kft**
Address: H-1117 Budapest, Kaposvár utca 14, Ungarn
Category: Personal Service Provider