

Terms of use for the ENGEL customer portal "e-connect"

(valid from October 2023)

1. Scope of application, provider information

- a. These Terms of Use (hereinafter the "Terms") apply to the use of the ENGEL customer portal e-connect (hereinafter "e-connect") including the associated services.
- b. The content and scope of the services offered within the scope of e-connect are determined exclusively by these Terms. General terms and conditions or forms of the customer shall in no case be recognized or become part of the contract, regardless of whether ENGEL is aware of them or not, whether ENGEL has objected to their validity or not, and regardless of whether they are in conflict with these terms or not.
- c. e-connect is operated and offered by ENGEL AUSTRIA GmbH, Ludwig-Engel-Straße 1, A-4311 Schwertberg, Austria (hereinafter "ENGEL").

2. Registration and activation, usage access and requirements

- a. The prerequisite for the use of e-connect is the application for access for a customer and the acceptance of these terms by a user (hereinafter also referred to as "user"). Each User must be authorized to accept the Terms on behalf of the Customer.
- b. e-connect is available for use by the Customer or the respective Users after activation. Access to e-connect can be requested by existing customers as well as by new customers of ENGEL. ENGEL decides at its own discretion whether to activate the respective customer/user account, unless the customer is entitled to activation for and use of e-connect on the basis of a separate agreement.
- c. e-connect can be used by the users both via browser-based and app-based access, whereby the scope of use may vary.
- d. Access to and use of e-connect requires an adequate data connection and a compatible terminal device. In addition, some services require the connection of the injection molding cell, for example via a compatible edge device / IIoT.

3. Registration data and access data

- a. Within the scope of registration, login and use to or for e-connect, the following data is processed by ENGEL:
 - i. Name of the respective user;
 - ii. IP address at the time of registration;
 - iii. Date of login operations;
 - iv. browser used;
 - v. operating system used.

- b. Insofar as the data listed under section 3.a. is personal data, it will be processed in compliance with the applicable data protection law and thus exclusively for the purpose of registration, login and use for or of e-connect. In particular, personal data will not be disclosed to third parties unless such disclosure is required by law, official orders or court decisions.
- c. Notwithstanding section 3.b. above, the data listed in section 3.a. will be processed anonymously and only for statistical purposes and for optimizing e-connect and the ENGEL product portfolio. This processing is carried out separately from personal data and does not allow any conclusions to be drawn about an individual person.
- d. If ENGEL processes personal data on behalf of the customer, the provisions of section 10 apply.

4. Linking of third-party products

- a. Within the framework of e-connect, the customer is also free to link machines and/or peripherals that were not produced/manufactured by ENGEL (hereinafter "third-party products").
- b. If the customer links third party products with e-connect, he warrants that:
 - i. he is authorized to link them;
 - ii. he does not infringe any rights of third parties or violate any confidentiality obligations by linking them;
 - iii. he does not infringe any third party rights and/or violate any confidentiality obligations by uploading documents relating to the respective third party product;
 - iv. the transfer of machine-related data resulting from the linking of the third-party product does not infringe the rights of third parties and/or violate any confidentiality obligations.
- c. In the event that the customer breaches any of the warranties set forth in section 4.b.i-iv. above, the customer shall fully indemnify and hold ENGEL harmless with respect to all third party claims and other damages.

5. Scope of services

- a. e-connect is generally available to the customer free of charge. In addition to the basic functions of e-connect associated with free access, the customer may also make use of further services for which a charge is made. Such services are subject to separate contractual provisions and will be charged accordingly.
- b. It is ENGEL's concern to continuously and sustainably improve and expand e-connect and the services provided therein. ENGEL will implement appropriate measures without the customer's consent. Insofar as chargeable services are concerned, the provisions of the respective applicable separate contractual provisions shall apply.

6. Availability

Although ENGEL will take all reasonable measures to ensure the availability of e-connect, ENGEL cannot guarantee the availability of e-connect.

7. Duties and responsibilities of the customer

- a. When applying for access to use e-connect, the customer is obligated to truthfully make all required entries.
- b. Access data must be treated confidentially by the customer or the respective user. ENGEL assumes no liability for the loss of access data or unauthorized access in connection therewith.
- c. ENGEL will at no time request or query access data, such as passwords in particular, from the customer or registered user or demand any other disclosure.
- d. The customer is responsible for backing up data. In particular, the customer will make a complete backup of all system and application data prior to the installation of apps, updates, upgrades, etc. or other measures by ENGEL.

8. Correctness and completeness

- a. Users of e-connect are obliged to check the respective designated virtual machine park for correctness and completeness.
- b. In the event of incorrect or incomplete machinery, the user is obliged to report this to ENGEL without delay.
- c. Any liability of ENGEL for damages arising from or in connection with the incompleteness or incorrectness of the virtual machine park is excluded if the report is not made.
- d. If the user fails to comply with his obligations, the respective customer as well as the user acting on his behalf shall indemnify and hold ENGEL harmless against all resulting damages upon first request. Furthermore, the customer and the user acting on his behalf are obliged to indemnify ENGEL against all claims by third parties arising from or in connection with the incorrectness or incompleteness of the machine inventory shown in the virtual machine park.

9. Copyrights and rights of use, license for app-based use

- a. e-connect as well as all texts, photographs, images, graphics, logos, scripts and download materials incorporated therein are protected by copyright. Without the prior, express and written consent of the respective author, these works may not be edited, reproduced, distributed, broadcast, reproduced in an incorporeal form or copied onto an electronic, magnetic or optical medium, either in whole or in part. This also applies to third-party services, subject to their own terms of use. Excluded from this is the non-exclusive, non-transferable right of the User, limited to the duration of the validity of these Terms, to use the Customer Portal and the services contained therein on the basis of these Terms themselves.
- b. Insofar as e-connect is used app-based, the Customer shall be granted a non-exclusive and non-transferable right of use to the app used for the duration of the validity of these Terms. This right of use is limited to accessing and using e-connect. Any use beyond this is not permitted.
- c. In all other respects, the relevant provisions of the applicable intellectual property law shall apply.

10. Data use

- a. ENGEL is entitled to store, use, process and exploit all data and information generated in the course of using e-connect or uploaded by the customer for any purpose, in particular statistical, analytical and internal purposes. This shall not apply to personal data or data demonstrably identified as requiring confidentiality.
- b. For the purposes of Section 9.a above, ENGEL specifically reserves access to the following data:
 - i. Data generated, collected or stored by linked machines and any hardware or equipment connected thereto ("Machine Data"); Machine Data includes, without limitation, location, hours of operation, diagnostic data and other data relating to the operation and status of the relevant Machine;
 - ii. Data on the behavior of linked machines, as well as services and accessories integrated into the Machines, in performing certain work, as well as information on Customer's processes, operational procedures, work and work performance, and information on the work performed with the linked machine ("Operational Data"); Operational Data may also include information or data fed into e-connect by Customer.
- c. Section 9.a. and b. shall apply irrespective of whether the linked machine is a Third-Party Machine or not. In all other respects, Section 4 shall apply in connection with third-party products.
- d. The machine data processed within the scope of the use of e-connect are protected against unauthorized access and possible attacks by appropriate technical and organizational measures. ENGEL reserves the right to relocate the place of processing or to change the commissioned service provider.

11. Data protection clause¹

- a. ENGEL and the customer shall comply with the applicable data protection framework of the General Data Protection Regulation (GDPR) according to the respective role as controller or processor, respectively, in accordance with the provisions of this Section 10.
- b. For the purposes of these Terms, the processing of personal data shall mean all operations and activities carried out with personal data, such as, in particular, accessing, recording, organizing, structuring, storing, adapting or modifying, retrieving, using, disclosing by transmitting, disseminating or otherwise making available, matching or combining, restricting, erasing or destroying.
- c. e-connect does not provide for any purpose-oriented processing of personal data of the Customer. Notwithstanding the foregoing, access to such data cannot be completely excluded.
- d. Within the scope of the use of e-connect, the following categories of personal data of the customer may be processed by ENGEL or a subcontractor commissioned by ENGEL:
 - i. Name of employees and representatives of the customer;
 - ii. Address of employees and representatives of the customer;

¹ Legal instrument as the basis within the meaning of Art 28 (3) DSGVO for commissioned processing in connection with the use of e-connect.

- iii. Contact information of employees and representatives of the customer.
- e. For the use of e-connect, the Parties acknowledge that the Customer is the data controller of the personal data of its employees and representatives, while ENGEL or a subcontractor engaged by ENGEL for such purposes is the processor of such data. Processing of these categories of data shall be carried out exclusively in accordance with individual contractual provisions, these Terms or else the Customer's instructions.
- f. ENGEL, as well as subcontractors commissioned by ENGEL, are obliged in their capacity as processors
 - i. to process the personal data of employees and representatives of the customer only in accordance with individual contractual provisions, these terms and conditions or on the documented instructions of the customer;
 - ii. to ensure for the personal data transferred to a third country an adequate level of protection under data protection law or otherwise appropriate safeguards to protect the legitimate interests of the data subjects;
 - iii. ensure that the persons authorized to process the personal data have undertaken to maintain data secrecy as well as confidentiality or are subject to a corresponding legal obligation of confidentiality;
 - iv. take appropriate technical and organizational measures to maintain the confidentiality of the personal data processed;
 - v. to oblige subcontractors engaged to process personal data to comply with the provisions of this data processing clause or equivalent provisions;
 - vi. taking into account the nature of the Processing, to support the Customer with appropriate technical and organizational measures, to the extent possible, to enable the Customer to comply with its obligation to respond appropriately to the exercise by Data Subjects of the rights set forth in the GDPR;
 - vii. at the Customer's option and instruction, to delete or return to the Customer all the Personal Data at issue and to delete existing copies, unless this is prevented by mandatory legal provisions;
 - viii. provide Customer with all information necessary to demonstrate compliance with the above obligations and to enable and contribute to the conduct of audits by public authorities, by Customer or by Customer's agents.
- g. If the customer issues an instruction that ENGEL believes violates applicable data protection provisions, ENGEL will notify the customer immediately. The implementation of the instruction will be suspended until the customer confirms or amends it in writing.
- h. The customer is entitled to verify compliance with the provisions set forth in this Section 10. himself or through an authorized third party. Such review may be conducted during ENGEL's business hours upon 30 days' notice. The review must not unreasonably interfere with ENGEL's business operations and is permitted, subject to objectively justified reasons, once per calendar year. If the customer commissions a third party for the review, ENGEL reserves the right to conclude a non-disclosure agreement with this third party.
- i. Upon request of the customer, we will provide a list of our technical and organizational measures pursuant to Art 32 DSGVO.

12. Term and termination

- a. These Terms shall apply without restriction in the respective valid version for the duration of the use of e-connect.
- b. The use of the free version of e-connect ("e-connect lite") is unlimited.
- c. For the other services (such as "e-connect basic"), which are subject to the provisions of a separate contractual agreement, the terms and conditions for any termination regulated therein shall apply.

13. Liability

- a. ENGEL will, at its own expense, take out extended product liability insurance with coverage of at least € 5 million per occurrence and per insurance year for personal injury and property damage with a reputable insurance company and maintain it during the entire term. Details of coverage will be provided by ENGEL upon request.
- b. ENGEL's total liability to the customer, regardless of the legal reason, is limited to the amount of the insurance benefit paid by ENGEL's insurance company to ENGEL or directly to the customer on ENGEL's behalf in the settlement of the claim in accordance with the applicable insurance terms and conditions, but in no event shall ENGEL's total liability exceed the maximum amount of EUR 50,000. The aforementioned liability limit does not apply in the case of personal injury and property damage, as well as in all cases in which liability is mandatory by law.

14. General

- a. The condition shall be governed by the laws of the Republic of Austria, excluding the conflict of laws rules of private international law and the application of the rules on the international sale of goods (UN Sales Convention, CISG).
- b. Should any of the above conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In this case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the regulatory objectives pursued by the invalid or unenforceable provision. The same shall apply to the filling of any loopholes in the contract.
- c. The place of jurisdiction and performance for all rights and obligations of the parties arising from these terms and conditions as well as the use of e-connect and all services contained therein is Linz, Austria.