

General Terms and Conditions of Business of Gietz AG for the Provision of Services in the Field of Remote Maintenance and my.gietz services

1 Preamble

Gietz AG, Mooswiesstrasse 20, 9200 Gossau, Switzerland, (hereinafter referred to as "Gietz") provides services in the field of remote maintenance and my.gietz services for machinery and plant supplied by Gietz (hereinafter referred to as "Machine(s)"). In this respect, Gietz offers its customers support and assistance regarding installation, maintenance and troubleshooting and also with documentation of Machines, including their respective condition. This is usually done through Gietz services, aftersales and development units. Software remote maintenance can be used for this purpose.

Such contract scenario shall be governed by the present General Terms and Conditions (hereinafter referred to as "GTC") in the field of remote maintenance and my.gietz services of Gietz.

2 Subject-matter of the GTC

The subject-matter of these GTC refers to remote maintenance services related to the software for the operation of Gietz Machines (hereinafter referred to as Gietz Software) on customers' IT systems in the configuration encountered at the time of remote maintenance and also to the my.gietz services related to the web platform and data storage of machine status information. For this purpose, Gietz shall use remote maintenance software and hardware (hereinafter referred to as the "Remote Maintenance System") and web and cloud technologies (hereinafter referred to as "my.gietz services") in accordance with the recognized state of the art.

The prerequisites and information and also a process description for the Remote Maintenance System and my.gietz services can be found in the dedicated remote maintenance documentation or my.gietz documentation, in the then applicable version.

Gietz shall provide the Remote Maintenance System on the Machine intended for the operation of the Gietz Software, as provided for in the order confirmation. The scope of the my.gietz services is configured as specified in the order and the services are made available accordingly.

3 Services and remuneration

The remote maintenance services and the my.gietz services shall be provided within the respective scope of services agreed upon separately with the customer.

3.1 Remote maintenance

Gietz can use the Remote Maintenance System and provide remote maintenance for Gietz Software via internet connection.

Remote maintenance services include:

- support and assistance with the installation and configuration of Gietz Software
- support with issues in Gietz Software
- analysis of error scenarios and process malfunctions of the Machine and Gietz Software
- analysis of current and historical machine status data
- search for possible technical causes for errors.

Remote maintenance services are provided upon the request of the customer and constitute an additional service to the customer in accordance with the price/service list.

During the remote maintenance session, any system areas of the Gietz Machine must be accessible.

3.2 my.gietz services

Gietz offers a web platform providing additional information about the customer's Machine.

The my.gietz services include:

- spare parts catalog incl. component illustrations and drawings
- access to machine-specific documentation such as operating instructions, diagrams, maintenance documents, training documents, etc.
- visualization of Industrie 4.0 data as historical machine status and performance data.
- access to and use of ILLUCODE, a foil consumption optimisation software that uses PDF files to calculate the optimum foil requirements and the optimum machine settings.

Depending on the agreement, my.gietz services may only be partially available, subject to a fee and/or a time limit.

4 Performance period

Gietz shall provide the aforementioned services for remote maintenance within the normal business hours of Gietz or as otherwise specifically agreed.

As a web platform, my.gietz services are usually available 24/7. Exceptions may apply in the event of maintenance, malfunctioning or similar.

5 Duties of the customer

5.1 Remote maintenance

For the purpose of error analysis by Gietz, the customer shall describe the error or malfunction encountered as precisely as possible to Gietz staff. The customer shall comply with Gietz's instructions especially during the detection and containment and the subsequent elimination of errors.

The customer shall notify Gietz without undue delay of any defect encountered. The customer shall take any reasonably acceptable measures required to determine and document errors.

The customer is responsible for an up-to-date data backup, in particular of the machine settings and recipe data, in a suitable format that ensures timely and economically acceptable data reproduction.

Should Gietz staff obtain knowledge of the customer's passwords in the course of a remote maintenance session, the customer shall change such passwords immediately upon completion of the remote maintenance services. The same also applies if it can be reasonably assumed that passwords have become known.

The customer shall monitor Gietz's maintenance activities for the duration of the remote maintenance session and shall notify Gietz's employees if any activities are performed that violate the customer's policies.

5.2 my.gietz services

The customer is obliged to keep access data to the my.gietz services and its contents safe and protected from access.

For the purpose of visualizing historical machine information and performance data, the customer must ensure uninterrupted transmission of this data to the protected data storage device for the my.gietz services to enable monitoring the use and condition of the Machine.

5.3 Transmission line security

The customer is responsible for ensuring that a secure transmission takes place within the network infrastructure (under the responsibility of the customer), with which sufficient protection is provided with a view to the required protection level.

Furthermore, the customer shall ensure that the access rights to other systems (under the responsibility of the customer, e.g. ERP, MES) have been set up for the systems provided by Gietz only for the purpose of maintenance (need-to-know principle). This also means that only users with no administrative rights are created for internal access to other systems that are under the responsibility of the customer.

6 Confidentiality duty of Gietz AG

Gietz shall treat strictly confidential any confidential information, such as operation processes, other trade and business secrets and passwords of the customer, of which it becomes aware as a result of the fulfilment of the contract. Confidential information means any information and data disclosed or made accessible to Gietz by the customer within the scope of the services provided by Gietz.

Gietz warrants that staff involved in the processing of the customer's data and other persons working for Gietz are prohibited from disclosing the data or from processing or using the data other than for the agreed purpose. Furthermore, Gietz warrants that the persons authorized to process the data have committed themselves to confidentiality or are subject to an appropriate legal duty of confidentiality.

In addition, confidential information is protected against unauthorized access and receipt by appropriate technical, organizational and legal measures. In doing so, Gietz shall exercise the same care it applies to protect its own similar confidential information, however, no less than the customary **degree** of care and attention.

6.1 Data in relation to ILLUCODE

To use the software, data are processed:

- PDF files of stamping/printing jobs
- stamping machine settings such as machine type, equipment, performance features, etc.
- commercial parameters from hourly rates, material prices, etc.

For the purpose of fulfilling the contractual obligations and providing the functions of ILLUCODE, the necessary data are transmitted to the SAAS provider, i.e. the company ILLUCODE GmbH:

Illucode GmbH
Attergaustrasse 82
AT - 4880 St. Georgen im Attergau
<https://illucode.at>
email@illucode.at

Illucode GmbH undertakes to comply with the data protection principles and rules set out in these GTC. Illucode GmbH will implement the appropriate data protection measures and ensure that all processing acts are carried out in accordance with these principles and rules.

The database for products and machines is regularly backed up.

Transaction data and log files are stored for a period of three months to ensure service performance and are then deleted. If the contract is terminated, the product and machine configuration can no longer be accessed. It is deleted after a period of three months following termination of the contract.

Random or systematic plausibility checks can be carried out on server data to prevent misuse.

7 Rights of use to Industrie 4.0 data

The customer grants Gietz the simple, non-exclusive, non-transferable right to use, without restrictions as to territory and time limits, the data made available by it within the scope of its use of the my.gietz services, including the respective metadata ("Industrie 4.0 data"), for the purpose of visualizing the data in the my.gietz services, supporting customer services and maintenance planning, and promoting the ongoing development of the products.

The customer's right to use the Industrie 4.0 data and associated services is limited to the term of the contract.

In the context of Industrie 4.0 data, machine data is processed. It is the customer's responsibility not to assign personalized access logins for this type of system usage.

8 Copyright and other proprietary rights

Existing copyright and other proprietary rights to the contractual Gietz Software shall not be affected by the remote maintenance services or the my.gietz services. Preceding agreements, copyrights and other protection rights remain in full force.

9 Liability

Gietz shall only be liable to the other contracting party for direct damage resulting from non-compliance with the contract if attributable to gross negligence or intent. Liability for support staff is excluded to the extent permitted by law. Gietz shall not be liable for damage which the customer could have prevented by taking reasonable measures, in particular software and data backups.

It shall not be liable for defects caused by customer's deviation from the conditions of use of the Gietz Software under the contract. This shall also extend to any modifications by the customer or a third party on its behalf to the Gietz Software under the contract and/or to the Machine.

No time period and amount of data storage is guaranteed without express agreement.

Gietz shall not be liable to the customer or a third party for whatever direct or indirect damage, loss, claim or cost and the like, in particular not for additional expenses, damage from interruptions of operations, loss of data and consequential damage such as loss of profit, procurement of replacement software or services, unrealized savings or third-party claims arising due to the use of, or the impossibility of using, the Remote Maintenance System or the my.gietz platform (e.g. as a result of downed data lines or defective technical equipment at the customer's or loss of data at the customer's, etc.). The same applies in the event of missing transmission or loss of data of any kind within the scope of the my.gietz services. These exclusions do not apply to damage caused by intent or gross negligence on the part of Gietz.

Gietz shall not be liable if the performance of contractual services is temporarily interrupted, wholly or partially restricted or impossible as a result of force majeure. Force majeure shall be deemed to include, in particular, natural events of particular intensity (e.g. avalanches, flooding, landslides, etc.), warlike events, pandemics, riots, unforeseeable official restrictions, etc. If Gietz is therefore unable to fulfill its contractual obligations, the fulfillment of the contract shall be postponed in accordance with the event that has occurred.

The customer guarantees the accuracy of the information provided by it in connection with the conclusion of the contract and the services to be provided by Gietz. The

customer shall be liable to Gietz for any damage resulting directly or indirectly from incorrect information.

Furthermore, Gietz does not assume any liability in connection with statutory liability based on applicable data protection laws and regulations, to the extent that events outside its own sphere of responsibility are concerned.

10 Security and proof of authenticity of contacts

Proof of authenticity of the customer is established by ensuring it: during the connection setup, by means of the Remote Maintenance System through a dedicated direct VPN connection with a unique hardware identifier and by means of the my.gietz data transmission system through a unique hardware identifier. Only upon unique hardware identification, communication is established between the two participants via the Internet; data transmission is encrypted.

The customer shall inform Gietz without undue delay if it detects any error or irregularity occurring during remote maintenance or in the my.gietz services or making access by unauthorized persons possible.

The customer is responsible for back-up of any data on the Machine.

11 Data protection/privacy

The contracting parties undertake to comply with the provisions of the respective applicable statutory data protection rules and regulations. Personal data is processed only for the purpose of and to the extent necessary for the performance and implementation of the contract. The contracting parties shall be liable for compliance with their individual data protection and confidentiality obligations as provided for by law. In this context, each party shall be liable for compliance with the data protection and confidentiality obligations in its own sphere.

The customer shall in particular ensure that the applicable data protection regulations are observed when processing and using personal data on its IT systems and shall also implement any data protection regulations that may apply specifically to the customer's side.

The subject-matter of the underlying agreement are remote maintenance services related to the software for the operation of the Machine from Gietz as well as services concerning machine status information via the application my.gietz. To the extent that personal data are involved in the aforementioned core activity, these are usually access or user data. It is the understanding of both parties that their use merely occurs as an auxiliary activity for the fulfillment of the original purpose of the contract (remote maintenance services and services concerning machine status information).

If services are obviously not permitted, Gietz will notify the customer accordingly. Gietz has obligated its staff used for remote maintenance to observe data protection and confidentiality and instructed them about the consequences of misuse of data and secrets.

Gietz is obligated to delete personal data obtained during the provision of services without undue delay upon completion of the provision of services. The logging of the provision of the services itself is excluded.

Gietz undertakes not to process and/or use knowledge or information that it and its staff obtain from the customer or from the customer in connection with the remote maintenance in any way beyond the aforementioned purposes of the provision of services, either for itself or for a third party.

12 Formation and termination of the agreement

The agreement on the provision of services by Gietz in the field of remote maintenance and my.gietz services between the customer and Gietz is deemed concluded upon the establishment of the connection between the Machine in the customer's IT system and the Remote Maintenance System or the my.gietz system of Gietz. This is subject to the condition that the customer ordered the Machine, or retrofitted the Machine, with the Remote Maintenance System or the my.gietz system. The agreement may be terminated by either party upon 90 days' written notice to the end of the calendar month.

13 Severability

If any provision of these GTC is or becomes invalid or unenforceable, the remaining provisions of these GTC shall not be affected. In such a case, the contracting parties undertake to replace the invalid provision by a permitted, valid provision whose contents come as close as possible to the original intention.

14 Place of performance and jurisdiction, applicable law

Place of performance and place of jurisdiction shall be, subject to mandatory places of jurisdiction, the registered office of Gietz. The contractual relationship shall be governed exclusively by Swiss law. The UN Convention on the Internal Sale of Goods (CISG) is expressly excluded.

15 Changes

Gietz reserves the right to change its GTC. The customer will be informed in advance in writing or by other suitable means. The then valid version is shown on the Internet and in the customer account.

Version July 2024

End of the agreement