ADAMOS STORE & ADAMOS HUB
- GENERAL PLATFORM TERMS AND CONDITIONS -

§ 1 Subject and Scope

1.1. ADAMOS GmbH, Landwehrstraße 55, 64293 Darmstadt, Germany, registered in the commercial register of the local court of Darmstadt under HRB 96927 (hereinafter "**ADAMOS**") offers companies in the sense of § 14 BGB (German Civil Code) (hereinafter "**Participant**") the opportunity to use the online platform operated by ADAMOS (hereinafter: "**ADAMOS Platform**") in accordance with the provisions of these platform terms and conditions.

1.2. The following platform terms and conditions ("**Platform Conditions**") serve as a framework agreement that govern the use of the functionalities and products provided via the ADAMOS Platform and constitute a platform contract between ADAMOS and the Participant ("**Platform Contract**"). They apply to all services that ADAMOS provides during the term of this Platform Contract in connection with the ADAMOS Platform and the use of the functionalities and products provided by ADAMOS. The ADAMOS products also include the basic functionalities of the ADAMOS HUB as defined in § 6.1 well as ADAMOS additional services as defined in § 6.3 (together the "**ADAMOS Services**").

1.3. The services offered on the ADAMOS STORE include the sale and purchase of products from Providers as defined by § 2.6 and § 7, to whom ADAMOS provides access or contact via the ADAMOS STORE. The sale of Products by Providers are governed by the general terms and conditions agreed upon separately between the Participant and the respective Provider. The validity of these Platform Conditions remain unaffected.

1.4. In order to be able to offer products via the ADAMOS STORE a Participant is required to conclude a separate Provider Contract with ADAMOS. Providers may also operate their own store within the ADAMOS STORE ("**shop-in-shop**") provided that Providers have concluded a separate Partner Contract with ADAMOS. ADAMOS reserves the right to deny to enter into a Provider Contract and/or a Partner Contract with Participants at ADAMOS´ sole discretion.

1.5. No ancillary agreements exist outside these Platform Conditions. No deviating terms and conditions or modifications of any of the provisions of this Platform Contract will be binding upon ADAMOS unless made in writing and confirmed by an authorized representative of ADAMOS. Deliveries and services in knowledge of deviating regulations do not constitute such an explicit confirmation. Insofar as the Participant has already tested the ADAMOS Platform on the basis of a test access contract, the Platform Contract at hand shall apply exclusively from the time the test or beta phase ends, provided the test participant has decided to continue using the ADAMOS Platform during its productive phase.

1.6. ADAMOS reserves the right, at its discretion, to modify these Platform Conditions at any time. ADAMOS shall inform the Participant of modifications of these Platform Conditions or of the ADAMOS conditions and contracts in the sense of § 2.1 in text form. If the Participant does not object to such modifications within (4) four weeks after receipt of the notification, the modifications shall be deemed to have been approved by the Participant. If the Participant objects to the modified Platform Conditions in due time, the unmodified Platform Conditions shall be continued; in this case either party shall have the right to terminate the Platform Contract

with a notice period of (4) four weeks. The same shall apply to the ADAMOS terms and conditions and contracts within the meaning of § 2.1 agreed on the basis of this Platform Contract. The Participant shall be informed separately of the right to object and the legal consequences of silence in the event of a modification of the Platform Conditions.

§ 2   Definitions

2.1.   The following definitions shall apply to the provisions of these Platform Conditions and all ADAMOS terms and conditions and contracts that are related to or that refer to the Platform Conditions, in particular regarding ADAMOS additional services, which are agreed upon between ADAMOS and the Participants in a separate Provider Contract.

2.2.   **ADAMOS Platform** is the cloud-based platform of ADAMOS, operated under the name ADAMOS STORE and ADAMOS HUB. It comprises the entirety of central computers (servers), data, databases, computer programs, domain names, mobile applications and websites, which work together in order to enable Participants to access the services in the sense of the following § 6; in addition, Participants create their user accounts on this platform.

2.3.   **ADAMOS STORE** is a digital marketplace for the distribution of software, and software-as-a-service (hereinafter "**apps**") as well as other services by Providers in the field of mechanical and plant engineering. ADAMOS STORE includes the general presentation interface of the products as well as the shop-in-shops of ADAMOS Partners and further functionalities for the Providers to offer and sell their products.

2.4.   **ADAMOS HUB** is a platform-independent integration level for enabling a simple and integrated access to digital products from different manufacturers in the mechanical and plant engineering industry. ADAMOS HUB enables data exchange between machines, systems and apps and leaves the control and management of data flows to the Participant.

2.5.   **Participants** are all participants of the ADAMOS platform, Providers, including ADAMOS itself as well as Shop-in-Shop Operators and Customers who create a user account on the ADAMOS Platform and intend to offer their products or to purchase products through the ADAMOS platform and who are companies in the sense of § 14 BGB (German Civil Code). Participants can be both "*Providers*" and "*Customers*".

2.6.   **Providers** are participants of the ADAMOS platform who offer and sell products in the ADAMOS STORE on the basis of a separate contract with ADAMOS.

2.7.   **Shop-in-Shop Operators** are participants who have been authorized by ADAMOS to operate their own online store in the ADAMOS STORE as a shop-in-shop as well as online presentation areas under their own company name and/or brand name, and to offer and sell their own products as well as products of third parties to customers on the basis of a separately concluded Provider contract. The contracts for the purchase of the products of third party providers between these and the customer are subject to the product terms and conditions of the third party provider. The Shop-in-Shop Operator is only acting as an intermediary in this respect. When selling their own products, Shop-in-Shop Operators act as an intermediary and the contracts for products are concluded directly between the Shop-in-Shop Operator and the customer subject to the Shop-in-Shop Operator's General Terms and Conditions (also "Product Terms and Conditions").

Companies authorized to operate a shop-in-shop are those that have concluded an ADAMOS partner contract with ADAMOS.

2.8. **Parties** or parties are ADAMOS and Participants together or alone as contracting parties of this Platform Contract as well as of the Provider Contract and further conditions of ADAMOS regarding the offering of ADAMOS´ own products.

2.9. **Products** is the generic term for software, software-as-a-service, software on premise, hardware-as-a-service and other services in the field of mechanical engineering, which are sold and purchased on the ADAMOS STORE.

2.10. **Services** are services that do not involve the sale of software, software-as-a-service or software on premise and hardware-as-a-service, but rather services such as training, consulting, and implementation and development services, which can be offered and purchased separately via the ADAMOS STORE.

2.11. **Admin Users** are employees of the Participants who have been authorized by the Participants to create the user account, are stored there as contact persons and have full authorization to use the user account and to create sub-accounts for other employees of the Participant who shall use the ADAMOS STORE and ADAMOS HUB. Admin users define the roles and thus the authorization of sub-accounts.

2.12. **Users** are employees of the participants for whom a sub-account has been created by the Admin User in the user account and who have been authorized to offer, sell, purchase and use products via the ADAMOS STORE.

2.13. **Transactions** are all purchases and sales conducted by Participants via the ADAMOS STORE against payment. This applies to purchase contracts in the sense of § 433 BGB (German Civil Code) for the one-time purchase of software and hardware, as well as rental contracts for ongoing use, such as subscription contracts, especially software and hardware-as-a-service contracts, as well as service contracts in the sense of § 611 BGB for the provision of training, consulting, implementation and development services as well as other services.

2.14. **User Account** is the account in which the Participant´s company data as well as the VAT identification number, transactions, payments and statements, team members of the Participant (Admin User and other Users) as well as data releases are stored and made available for retrieval. The access to the User Account by the Admin User and Users takes place via individualized login data. This data is stored only for the duration of this contractual relationship and does not constitute an obligation for ADAMOS to archive this data on behalf of Participants in order to comply with legal archiving obligations of the Participant.

2.15. **Force majeure** is any unforeseen, extraordinary event beyond the control of ADAMOS, which inevitably prevents ADAMOS from fulfilling its contractual obligations in whole or in part, and which could not have been averted or rendered harmless by ADAMOS even with reasonable care. Force majeure in this sense means, in particular, unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts as well as business closures for which ADAMOS is not responsible, unavoidable hacker and/or cyber attacks by third parties, such

as DDOS attacks, natural disasters such as floods, official orders and pandemics such as the Corona-Covid19 virus.

2.16. **Product GTC** are the general terms and conditions used vis-à-vis customers for the sale of products and services. These can be the general terms and conditions of the Provider, a third party provider or the Shop-in-Shop Operator, if the latter offers its own products and services to customers and concludes contracts with customers in this regard.

§ 3 Conclusion of Contract, Registration

3.1. The prerequisite for using the ADAMOS Platform is the successful registration as a Participant by activating a User Account. The ADAMOS Platform is only available to companies as defined by § 14 BGB (German Civil Code). There is no entitlement to admission to use the ADAMOS platform. ADAMOS reserves the right to deny to enter into a Platform Contract with Participants at ADAMOS´ sole discretion.

3.2. As part of the initial registration, the Participant is required to set up a User Account. In the course of the registration process, the Participant authorizes and empowers the Admin User to create a User Account and to provide ADAMOS with the Participant's data as listed in § 3.3 below. The Admin User account and the sub-accounts may only be used by a natural person who has been expressly authorized and empowered to do so by the Participant. The Admin User is entitled to provide company data for the Participant to the extent required for registration. Upon request by ADAMOS the Participant shall provide evidence of the identity and power of representation of the Admin User as well as the identity of the other employees ("**Users**") for whom a sub-account has been or is to be set up.

3.3. The Participant is required to specify its company data and its sales tax identification number during the account registration. To do this, the Participant – acting through the Admin User – first enters into the online registration form "*Create ADAMOS ID*" on the ADAMOS website. The Participant then enters its business e-mail address in the registration mask and sends it to ADAMOS by clicking on the "*Send*" button. The Participant will then receive a verification code at its business e-mail address, which has to be entered in the following registration mask. This code is used to verify the Participant's e-mail address. In the third step, the ADMIN USER enters his/her first name, surname, telephone number, a password to be determined by him/her and the ADAMOS company ID, which he/she can also choose freely. In the fourth and next step the Participant enters its company name, country, address and VAT ID. Then, when asked, the Participant confirms that it is not a bot and completes the registration process. By doing so, the Participant makes a binding offer to conclude this Platform Contract with ADAMOS. The Admin User will then receive an e-mail confirmation from ADAMOS confirming receipt of the Participant´s application for registration and thus of the offer to conclude this Platform Contract. This confirmation e-mail does not yet represent an acceptance of the Participant's offer to conclude this Platform Contract by ADAMOS, but only serves to fulfill the legal obligations of ADAMOS according to § 312i para. 1 p. 1 no. 3 BGB. Upon receipt of the offer, ADAMOS will first check whether the acceptance is subject to economic, trade or financial sanctions due to embargo and/or sanction laws of the European Union, the Federal Republic of Germany or the United States of America. If this is not the case, ADAMOS will accept the Participant's offer to conclude this Platform Contract after the appropriate clearance. The examination according to the embargo and sanctions lists mentioned above can take up to 72 hours after receipt of the

application. Until then the participant is bound to his offer. Binding acceptance of the offer to conclude this Platform Contract by ADAMOS is made by a further confirmation by e-mail of the successful registration and activation of the Participant's User Account. Upon such confirmation, ADAMOS bindingly accepts the Participant's offer to conclude the Platform Contract. If the clearing test is negative, ADAMOS rejects the offer to conclude the Platform Contract and informs the Participant accordingly by e-mail.

3.4.   The conclusion of this Platform Contract and of additional agreements is made in German and/or English. All contractual terms and conditions agreed between the parties, including this Platform Contract and all additional agreements concluded under it are available in German. In case of questions of interpretation in connection with the contractual relationship between the parties, the German version shall prevail. ADAMOS is not subject to any code of conduct.

3.5.   The Participant's registration data, including these Platform Conditions in the version valid at the time the contract is concluded, shall be stored by ADAMOS in the User Account and by ADAMOS for the purpose of executing the contract with the Participant. The Participant can store the order data in its User Account. With regard to modifications of these Platform Conditions, § 1.6 above shall apply. The amended Platform Conditions are also stored in the Participant's User Account accordingly. The Participant may print and save the Platform Terms and Conditions.

3.6.   The Participant is responsible for ensuring that the information it provides to ADAMOS during the registration process is true and complete. The Participant agrees to inform ADAMOS immediately of any future changes to the information provided. The same applies to all information provided by the Participant or the Admin User authorized by the Participant when setting up employee logins.

3.7.   ADAMOS has the right to block a Participant's access to the ADAMOS STORE and HUB as well as to its User Account in whole or in part if there is sufficient suspicion that the Participant has violated these platform conditions or other ADAMOS conditions for additional services. The right to extraordinary termination of this contract remains unaffected.

3.8.   All login data is individualized and may only be used by the Admin User or User. The Participant undertakes to ensure through appropriate technical and organizational measures that the Admin-User and User keep the login data secret and protect it from unauthorized access by third parties. The Participant is also responsible for keeping the employee login data secret and will instruct its employees accordingly. If there is any suspicion of misuse by a third party, the participant shall inform ADAMOS immediately. As soon as ADAMOS becomes aware of the unauthorized use, ADAMOS will block the access of the unauthorized third party. ADAMOS reserves the right to change the login data of a User or the Admin User; in such a case, ADAMOS shall inform the participant immediately.

3.9.   The Participant undertakes to ensure that he processes the personal data of Users set up under its ADAMOS User Account, including the Admin User, in compliance with the Basic Data Protection Regulation and the BDSG (German Federal Data Protection Act).

§ 4   Access and Availability

4.1. The Participant is responsible for providing the technical requirements (such as internet connection, browser) for access to the ADAMOS Platform.

4.2. ADAMOS ensures the availability of the ADAMOS HUB as well as technical usability up to the transfer point to the internet as specified in the Enablement Center. Details of availability, in particular of technical parameters, the procedures for measuring and determining availability are specified and can be retrieved in the Enablement Center. Excluded from the availability specified therein are times in which the servers cannot be reached due to technical or other problems beyond ADAMOS' control, i.e. Force Majeure.

4.3. Maintenance windows as specified in the Enablement Center are also not taken into account in the calculation of the percentage of technical availability according to § 4.1.

4.4. For the period in which the availability of the ADAMOS HUB is not available due to Force Majeure, ADAMOS is released from the obligation to ensure availability according to § 4.1

4.5. ADAMOS reserves the right to change or expand the content and structure of the platform as well as the associated user interfaces if this does not or not significantly affect the fulfilment of the purpose of this contract. ADAMOS shall inform the Participant of the changes accordingly.

§ 5   Support

5.1. ADAMOS only provides support for its own products in connection with the provision and use of the ADAMOS Platform. Unless expressly agreed otherwise in text form, ADAMOS provides support services to the participants exclusively to the extent of the General Support Conditions, which can be accessed in their current version in the ADAMOS Enablement Center. ADAMOS reserves the right to limit or extend the scope of support services. ADAMOS will inform all Participants of such limitations or extensions with an appropriate advance notice.

5.2. ADAMOS does not provide support for Products of Providers that are offered and sold via the ADAMOS Platform, namely the ADAMOS STORE. The support regarding the Products of Providers is exclusively subject to the contractual provisions and product terms and conditions which the Participant in its role as a customer ("Customer") has agreed upon with the respective Provider. ADAMOS also does not assume the function of a service desk or single point of contact (SPoC) or liability for inadequate support services of the Providers towards Customers.

§ 6   ADAMOS Services
6.1. The services of ADAMOS consist of the provision of the ADAMOS STORE and ADAMOS HUB as a platform service, which can be retrieved web-based via a web browser or mobile, web applications, background applications and/or interfaces ("**interfaces**"). Among others, the ADAMOS STORE and ADAMOS HUB provide the following functions or applications ("**basic functionalities**"), the exact specification of which is listed in the Capability List in the Enablement Center:

6.1.1.   ADAMOS STORE
Central marketplace for Customers from the mechanical and plant engineering industry
6.1.2.   myAPPS
Central control of all purchased and subscribed apps

6.1.3. Control Center for Participants
Subscription management, data access and organizational data, invoice and payment management

6.1.4. Log in with ADAMOS
Uniform access data to the ADAMOS platform via Single Sign On

6.1.5. Machine Book Base
For central machine data management

6.2. ADAMOS reserves the right to update the content and scope of the basic functionalities according to the Capability List twice a year. ADAMOS will inform the Participant about these updates accordingly.

6.3. Additional ADAMOS services ("**Additional Services"**) are subject to a separate contract to be concluded between ADAMOS as Provider and Customers and which may be available for additional fees. These Additional Services might be offered either as a one-time purchase or as a regularly recurring service as well as a permanent or temporary service or in combinations thereof. Chargeable services are marked as such. In order to conclude a contract for Additional Services, the Participant must click on the corresponding button to order the service. The Participant must then accept the special terms of use of ADAMOS for these additional services and complete the order process by clicking another button. The Participant will then receive an automated order confirmation of his order by e-mail. Completing the order process does not yet lead to an effective conclusion of the contract, but merely represents an offer by the Participant to conclude such a contract for the use of Additional Services with ADAMOS. A contract is not concluded until ADAMOS agrees to it, which will be communicated via the ADAMOS STORE by means of a separate e-mail and by activating the Additional Services. The terms of use for these Additional Services are also stored in the user account and by ADAMOS.

§ 7   Offers from Providers

7.1. On the ADAMOS STORE Customers may primarily obtain offers from Providers.

7.2. The use of offers from Providers is subject to a separate contract, which is governed by the "Product Terms and Conditions" agreed between the Participant and the Provider. Accordingly, a contract for the use of the offers is concluded solely between the Customer and the Provider. ADAMOS shall neither act as a representative nor as a vicarious agent of the Provider in the context of the conclusion of the contract and is itself not obliged to provide the services hereunder. In this respect, ADAMOS only acts as a messenger for the respective declarations between the Provider and Participant. Between the Provider and the Participant, the Provider's product terms and conditions apply - if agreed. The execution of contracts concluded on the ADAMOS STORE lies exclusively in the responsibility of the Customer and the Provider. ADAMOS does not guarantee the fulfillment of contracts concluded on the ADAMOS STORE with Providers, nor does ADAMOS assume liability for material or legal defects of the traded Products. ADAMOS does not have any obligation to ensure the fulfillment of the contracts concluded between the Participants and Providers.

7.3. Products can be offered either as a free service, a one-time purchase or a regularly recurring service, as well as a permanent or temporary service or a combination of these. Whether and in what amount a fee is payable for the use or purchase of a Product depends on the agreement

between the Customer and the respective Provider. Chargeable products are marked as such in each case. To conclude a contract for a service, the Participant must click on the corresponding button marked "Order" or a comparable inscription to order the service. The Participant must then accept the relevant product terms and conditions of the Provider, take note of the Provider's privacy policy and complete the order process by clicking another button marked "*Order for a fee*" or a comparable marker. Completing the order process does not yet lead to an effective conclusion of the contract, but merely represents a binding offer by the Participant to conclude such a contract with the Provider. ADAMOS forwards this offer to the Provider. A contract is only concluded with the Provider's consent, which the Provider will communicate to the Customer via another e-mail from the ADAMOS STORE.

§ 8   Fees and Payment

8.1.   Access to the ADAMOS Platform with the basic functionalities is free of charge for the Participant. All additional functionalities and Additional Services going beyond the basic functionalities as well as the possibility to offer products via the ADAMOS STORE as a Provider are subject to additional fees and will be marked accordingly.

8.2.   The fees for ADAMOS additional functionalities and services used by the Participant at ADAMOS are listed in the price list published on the ADAMOS STORE. ADAMOS will invoice fees that are not usage-dependent monthly in advance. Usage-based fees will be charged in the following month.

8.3.   The fees for offers of Providers are subject to the agreement between the Customer and the respective Provider. If a fee is to be paid to a Provider according to any such agreement, the invoice for other services in the sense of the VAT Act will be issued via ADAMOS for VAT purposes by way of the VAT Service Commission in the sense of § 3 para. 11a UStG (German Value Added Tax Act). However, the payment of the offers shall be executed exclusively between the Provider and the Customers. ADAMOS is neither involved in the payment process and its handling and does not act as a trustee, nor does ADAMOS initiate payment transactions or have access to payment accounts of the Participants. ADAMOS reserves the right to involve a payment service provider in the processing of payment transactions.

8.4.   All prices and fees are exclusive of the statutory value added tax and comparable taxes. ADAMOS will charge and add taxes of this kind to the fees.

§ 9   General obligations of the Participant

9.1.   The Participant undertakes

9.1.1.   to set up and maintain appropriate data backup arrangements throughout the entire term of the Platform Contract. This essentially refers to the careful and conscientious handling of login data as well as other data and information in the sense of § 15, which the Participant provides to ADAMOS in the course of using the platform;

9.1.2.   to ensure through technical and organizational measures that the employees who use the user account as Admin User or User keep their login data secret and do not pass it on to other Users or the Admin User or to third parties or grant other Users or the Admin User access to the user account by bypassing the login data;

9.1.3. to immediately notify ADAMOS of any technical changes occurring in his or her area if they are likely to impair the performance of services or the security of the ADAMOS platform or User Account;

9.1.4. to cooperate in the clarification of attacks by third parties on the ADAMOS platform, insofar as this cooperation is required from the Participant;

9.1.5. to do business on the ADAMOS Platform exclusively for business purposes;

9.1.6. to ensure through technical and organizational measures that the data and information provided to ADAMOS, in particular those in the sense of § 15 are free of malware such as viruses, Trojans, worms, bots, ransomware, crypto-miners and similar malware before they are transferred to the ADAMOS Platform;

9.1.7. to ensure that the data stored in the User Account is regularly stored outside the User Account, especially if it concerns data that the Participant is legally obliged to store.

9.2. The Participant undertakes to refrain from all measures that may endanger or disrupt the functioning of the ADAMOS Platform, including STORE and HUB, and not to access data to which the Participant is not authorized. The Participant undertakes to compensate ADAMOS for all damages resulting from the Participant's failure to comply with these obligations and, in addition, to indemnify ADAMOS from all claims of third parties, including legal fees and court costs, which are asserted against ADAMOS due to the Participant's failure to comply with these obligations.

§ 10 Rights of use, handling of non-personal data

10.1. ADAMOS provides the Participant with the ADAMOS Services as defined in § 6 for simple, non-exclusive use, limited in time to the duration of this contract (or the contract concluded separately for ADAMOS Additional Services). ADAMOS retains the sole intellectual property rights to the services and applications provided through the ADAMOS STORE and ADAMOS HUB by ADAMOS. Without the prior express consent of ADAMOS, the participant is prohibited from using, offering or making available, publishing or distributing the ADAMOS Services of persons other than the Admin Users or Users. All rights to the ADAMOS Services are the exclusive property of ADAMOS.

10.2. ADAMOS has invested in the conception, planning, programming, maintenance and servicing of the ADAMOS platform, which serves the systematic collection of data regarding individual machines and machine systems as well as the mapping of such systems and related data. The parties agree that this is a considerable investment in terms of type and scope. Therefore, ADAMOS is considered to be the manufacturer of the database that is created and grows through the input and maintenance of data in the ADAMOS platform. Insofar as rights to a database (§§ 87a ff. UrhG (German Copyright Act) arise from this, such rights are the sole property of ADAMOS. The rights of individual persons who may possibly have or may arise from certain data or data sets (e.g. copyrights, design rights, rights of the photographer) as well as rights of use remain unaffected.

10.3. Insofar as the Participant enters, updates or completes data in the corresponding fields and categories of the platform during the term of this contract, these data shall become part of the ADAMOS database. However, the Participant remains the owner of this data and can continue to use it for his own purposes. By releasing his data, the Participant grants ADAMOS a non-exclusive, transferable, sublicensable, spatially and temporally unlimited right to use it within the framework of the ADAMOS database and at the same time assures that it has the necessary

authorization from the manufacturer. The creation of an own database right or co-ownership of the Participant in the database is excluded. The creation of an independent (partial) database right to data which the Participant enters over a longer period of time in relation to a specific system or several systems is also excluded. ADAMOS will only pass on the Participant's data to third parties, including other Participants, if the Participant has given its prior express consent.

10.4. ADAMOS receives a non-exclusive right of use for storing, copying and processing ("**data use**") of all non-personal data released by the Participant and entered on the platform, including texts, drawings, sketches, photos, photographs, photographs, audio, video or other media data, without any time or space restrictions and non-exclusive in terms of time and space. ADAMOS uses the data primarily for the purpose of providing ADAMOS Services and making the offers on the ADAMOS STORE & HUB available. Any further use of data will only take place if this has been separately agreed upon or for the purpose of improving the ADAMOS services and developing new products. Access or disclosure of the aforementioned data by ADAMOS to third parties will only take place (i) to Providers if the Participant uses their services via the ADAMOS STORE and ADAMOS HUB, (ii) to subcontractors engaged by ADAMOS for the provision of ADAMOS services, and (iii) in cases where ADAMOS is entitled to disclose the data according to the provisions of § 13

10.5. ADAMOS is also entitled, subject to appropriate data release, to copy, store, analyze, process, filter, compare and evaluate non-personal data entered by a Participant or on his behalf with released data of third parties in order to be able to make suggestions to the Participant for optimizing his operations. In addition, ADAMOS is entitled, with the appropriate release, to merge, rearrange, filter, edit, change, analyze and store non-personal data of the Participant in anonymized form with data released by other Participants and entered on the platform and with the aim of obtaining relevant information from this with regard to the market for machines, machine parts, consumables, software, CAD files and spare parts as well as machine-related services.

10.6. Insofar as exclusive rights to texts, drawings, sketches, photos, photographs, photographs, audio, video or other media data are created or created in the person of the Participant's employees or in the person of a third party commissioned by the Participant (e.g. service technicians), the Participant shall ensure by contractual agreements that it is granted comprehensive exclusive rights of use in terms of time and space and for all known types of use. Insofar as a copyright has arisen, the Participant must ensure that its employees or third parties commissioned by the Participant declare that they will refrain from mentioning their name as the author.

§ 11   Illegal Use & Sanctions, Export Control

11.1. The following actions are prohibited for the Participant and the persons authorized by the Participant to use the ADAMOS Platform:

11.1.1.   Use of texts, terms, photos, illustrations, drawings or other contents protected by law (e.g. by copyright, trademark or design patent law) without the consent of the entitled parties;

11.1.2.   Carrying out or promoting anti-competitive activities including progressive customer acquisition (including chain, snowball or pyramid systems); carrying out, advertising and promoting structural sales measures (including multi-level marketing or multi-

           level network marketing); unreasonable harassment of other Participants (in particular through spam);

11.1.3.   Use of mechanisms, software or scripts in connection with the use of the ADAMOS services; attempts to decipher, decompile or reverse engineer the source code of the software underlying the platform; blocking, overwriting, modifying and copying, insofar as this is not necessary for the proper use of the ADAMOS Services; copying by means of "*robot/crawler*" search engine technologies is not considered necessary for the proper use of the ADAMOS services;

11.1.4.   Distribution and public reproduction of content from the ADAMOS Services or from other Participants (especially outside the ADAMOS Platform);

11.1.5.   Any action that is likely to impair the functionality of the infrastructure and functionality of the ADAMOS Platform.

11.1.6.   Distribution of illegal ideas etc. Furthermore, it is not allowed to distribute contents that contain

- Expressions of Racism
- Glorification of violence and extremism of any kind
- Incitement and incitement to criminal offences and violations of the law, threats against life, limb or property
- Hate against persons or companies
- Personal statements, slander, defamation and libel at the expense of participants and third parties
- Infringements of the law on fair trading
- Content that infringes, depicts, concerns or contains copyright or content that infringes, concerns or contains other intellectual property rights, even if the respective content does not infringe applicable law, the rights of third parties or morality.

11.2.   The offers and ADAMOS services offered via the ADAMOS platform may be subject to export and import restrictions. In particular, licensing requirements may exist or the use and distribution of software, apps, hardware or related technologies abroad may be subject to export restrictions or the Commission Delegated Regulation (EU) 2019/2199 of October 17, 2019 amending Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (so-called Dual Use Regulation), which are subject to the Export Administration Regulations ("EAR") of the United States of America ("USA") or economic, trade or financial sanctions or embargoes of the European Union, the Federal Republic of Germany or the USA ("Export and Sanctions Acts"). The Participant is responsible for ensuring that it complies with the Export and Sanction Acts applicable to its products and all other relevant regulations. The fulfilment of the contract by ADAMOS is subject to the proviso that there are no obstacles to fulfilment due to Export and Sanction Acts. Furthermore, Participants acting as Providers must clearly point out export/import restrictions when presenting products in the ADAMOS STORE, in the store of a Shop-in-Shop Operator or an online presentation area. In the case of listed goods, the Providers must clearly point out the listing and name the corresponding goods list number. In detail, these are the dual-use goods numbers of Annex I of the EC Dual-Use Regulation and Part I Section B of the German Export List. For the armaments sector, the classification according to Part I Section A of the Export List must be indicated. For US products according to the EAR, the ECCN or the classification EAR99 must be indicated. In the event of a violation of the provisions of this § 11.2 ADAMOS reserves the right to extraordinarily terminate this contract for the use of the ADAMOS Platform, including STORE and HUB, without notice and

to block the User Account. The Participant exempts ADAMOS from all claims of third parties as well as all other claims for damages, including any legal court and attorney's fees, which ADAMOS may incur as a result of such a violation and/or an official or court order or defense against it.

11.3. If ADAMOS becomes aware of possible legal violations or breaches of duty in connection with content posted or distributed by a Participant, e.g. through a complaint by a third party, ADAMOS will give the responsible Participant the opportunity to comment and to be heard and set a reasonable deadline for a remedy or statement, which may be only a few hours in urgent cases. Within this period of time the Participant can either delete/deactivate the contents complained about or explain why in his opinion there is no infringement. ADAMOS will then decide at its own discretion whether to delete or deactivate the content in question and any similar infringing content.

11.4. ADAMOS reserves the right to impose sanctions against a Participant at its own discretion if there are concrete indications that the Participant violates or has violated these Platform Conditions and/or applicable law when using the platform. In selecting the measures ADAMOS takes into account the interest in the undisturbed and smooth functioning of the platform, ADAMOS´ own liability risks as well as the legitimate interests of any claimants and the Participant concerned (e.g. fault, weight of the breach of duty, risks, statement of the participant) in its decision.

11.5. The sanctions that ADAMOS may impose on a Participant alternatively or cumulatively at its discretion are

11.5.1. Deletion of the objected content;
11.5.2. Warning of the Participant with the request to stop the violation or to refrain from doing so in the future;
11.5.3. Blocking or deactivating read or write permissions to individual areas (e.g. machine overview, profile, offers) or the Participant's own content
11.5.4. Temporary suspension of the User Account;
11.5.5. Permanent suspension and/or termination of this Platform Agreement in due time and/or without notice. ADAMOS will inform the Participant of the reason and duration of the sanction.

11.6. Participants are liable for the conduct of the persons registered under their account according to the rules for vicarious agents (*Erfüllungsgehilfen*).

11.7. ADAMOS reserves the right to charge a lump-sum fee for the deletion of content and for the blocking and/or reactivation of User Accounts if the Participant is responsible for the violation, unless the Participant can prove that no damage at all or a significantly lower amount of damage was caused.

§ 12   Liability

12.1. The participants' content posted on the ADAMOS STORE and the ADAMOS HUB is foreign content for ADAMOS in the sense of § 8 para 1 TMG (German Telemedia Act). The legal responsibility for this content lies with the Participant who has posted the content in the STORE and the HUB.

12.2. ADAMOS is therefore not liable for the correctness and completeness of the information provided by Participants on the platform, i.e. in particular not for the topicality and correctness of Participant and contact data, specifications of their products, of machine-related data, of contributions to blogs or to the knowledge database ("Knowledge Base"), of forum entries or other contents of its Participants. ADAMOS is also unable to determine with absolute certainty whether a registered Participant is in fact the company it claims to be. ADAMOS therefore does not guarantee the identity of a Participant. ADAMOS cannot verify the identity of persons who are registered under a User Account; any liability for the identity of the registrant is excluded.

12.3. If third party rights are infringed by the Participant's content, the Participant is obligated to either procure the right to use the corresponding content for ADAMOS at its own expense or to make the content free of intellectual property rights.

12.4. The Participant exempts ADAMOS from all claims - including claims for damages - that third parties assert against ADAMOS due to a legal or duty violation by the Participant in the context of using the basic functionalities and the ADAMOS Services, unless the Participant is not responsible for the violation of duty.

12.5. The Participant shall also bear the reasonable costs incurred by ADAMOS due to an infringement of third party rights, including the reasonable costs for legal defence, which may also include costs for a consultation based on an hourly fee. Further rights and claims for damages by ADAMOS remain unaffected.

12.6. ADAMOS shall be liable only in the case of data loss caused by simple negligence for the damage that would have occurred even if the Participant had made a proper and regular data backup appropriate to the importance of the data; this limitation does not apply if the data backup was hindered or impossible for reasons for which ADAMOS is responsible.

§ 13   Confidentiality

13.1. The Participant undertakes to treat interface specifications and other information provided to him by ADAMOS and other information that is marked as confidential by ADAMOS or that is considered a trade secret in the sense of § 2 GeschGehG (German Law on Trade Secrets) as confidential towards third parties.

13.2. ADAMOS is entitled, in the event of a violation of the rights of third parties or if there is any other legal obligation to do so, to disclose confidential data of the Participant to the extent necessary and/or to provide information about Participants and/or the data stored and/or used by the Participant.

13.3. A separate Non-Disclosure Agreement (NDA) concluded between ADAMOS and the Participant remains unaffected.

§ 14   Non-Exclusivity

The contractual relationship between the Participant and ADAMOS as operator of the ADAMOS platform is non-exclusive. None of the parties involved is restricted in their freedom of competition by

the agreement. The Participant is under no obligation to ADAMOS or third parties to use or provide services to a certain extent or at all.

§ 15   Data Security and Data Protection

15.1. ADAMOS protects the services and systems that are accessible from the point of transfer to its IT infrastructure as well as the data concerning and/or belonging to the Participant, as far as they are stored on the ADAMOS server, against unauthorized access, storage, modification or other unauthorized access or attacks - whether through technical measures, viruses or other harmful programs or data or through physical access - by employees of the Participant or third parties, regardless of how this occurs. ADAMOS shall take appropriate and state-of-the-art measures for this purpose, in particular virus protection and firewalls and protection against similar harmful programs, as well as other security measures for their installation including protection against burglary. The Participant is responsible for providing a functioning internet connection and telecommunications line to the transfer point at the IT infrastructure of ADAMOS.

15.2. During the term of this contract ADAMOS shall process the personal data received from the Participant, Admin Users and Users in connection with the business relationship in accordance with the provisions of the applicable data protection regulations, in particular the Basic Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). All information on the processing of personal data by ADAMOS is stated in the data protection declaration which can be obtained by Admin Users and Users at www.adamos-store.com or www.adamos-hub.com.

15.3. If and to the extent that ADAMOS acts as a processor of orders within the meaning of Art. 28 DSGVO under this Platform Contract or the provision of additional services for the Participant, the parties will conclude an agreement on order processing that meets the requirements of Art. 28 DSGVO.

15.4. The Participant guarantees to ADAMOS that the transfer of personal data, namely of the Admin User and the Users, is made in compliance with the data protection requirements and that any necessary consent has been obtained.

§ 16   Transfer of the contract; Assignability of rights

16.1. The rights and obligations under this contract are not transferable by legal transaction without the prior written consent of the other party.

16.2. Any assignment of rights from this contract by one party to a third party requires the prior written consent of the other party. This shall not apply to the assignment of a monetary claim, provided that the legal transaction which gave rise to such claim is a commercial transaction for both parties.

§ 17   Termination; Legal Consequences of Termination

17.1. This Platform Contract is concluded for an indefinite period of time and can be terminated by either party with a notice period of 3 (three) months to the end of the month. In the event of an objection according to § 1.6 the period of notice shall be four (4) weeks.

17.2. Each party has the right to terminate the contract for good cause without notice. A good cause for ADAMOS shall be deemed given:

17.2.1. in the event of a Participant's violation of the provisions of these Platform Terms and Conditions which is not remedied even after a deadline has been set;

17.2.2. in the event of an act of tort on the part of the Participant or the attempt to commit such an act, e.g. fraud;

17.2.3. in the event of continuous operational disruption due to force majeure beyond ADAMOS' control, such as natural disasters, fire, collapse of pipeline networks through no fault of ADAMOS;

17.2.4. if the Customer or Provider is more than 4 weeks in arrears with the payments of current remuneration or suspends his payments. Delay occurs on the due date without the need for a special reminder;

17.2.5. if the Provider has offered its services in a way that violates the provisions of this contract;

17.2.6. if the Provider repeatedly grossly violates its contractual obligations in relation to Customers and he has previously been unsuccessfully requested by ADAMOS to properly fulfill its obligations.

17.3. If ADAMOS is entitled to terminate the contract of a Participant without notice for good cause, ADAMOS is also entitled to terminate the contract of the same Participant as Provider without notice, provided that the Participant has concluded a separate contract (Provider Contract) with ADAMOS or a contract for the use of other ADAMOS Services.

17.4. Notice of cancellation must be in writing. A notice by e-mail is sufficient.

17.5. The extraordinary termination of this Platform Contract by ADAMOS shall have the effect that ADAMOS is no longer obligated to store the contracts concluded by the Participant via the User Account or to provide the Participant with the functionalities of ADAMOS STORE and ADAMOS HUB.

17.6. If one of the parties terminates this Platform Contract according to § 17.1, the Participant shall – after the time the termination becomes effective – no longer have the possibility to purchase new products via the ADAMOS Platform or to extend agreements on products already purchased. However, with regard to products purchased from Providers prior to the termination of the contract, ADAMOS shall ensure that the Participant can still use the services of Providers via the ADAMOS STORE & HUB until the date on which he can terminate the respective agreement with Providers in the ordinary course of business. However, this applies for a maximum period of 18 (eighteen) months after the termination of this Platform Contract; in this respect, the rights and obligations from the Platform Contract continue to exist. At the latest 18 (eighteen) months after the end of this Platform Contract, ADAMOS is accordingly no longer obligated to keep the Services of Providers accessible to the Participant via the User Account or to make the functionalities of ADAMOS STORE and ADAMOS HUB available to the Participant. In all other respects, the cancellation of this Platform Contract does not affect the validity of the contracts concluded between Providers and the Participant via the ADAMOS STORE, unless otherwise stipulated in the Customer Contract, which lies in the sole responsibility of the Provider and the Participant.

17.7. The Participant has the possibility to transfer the data stored in its User Account, including all contracts and payment transactions, from the User Account to its IT environment, ERP or CRM or archive system, a new user account or a data carrier within a period of 10 working days after the effective date of termination. ADAMOS shall provide the Participant with this data in a structured, common and machine-readable format. ADAMOS will block the user account one month after termination of the Platform Contract, unless otherwise stipulated in § 17.6. ADAMOS will delete the user account 12 months after it has been blocked, unless ADAMOS is legally obliged to store the data. After deletion, the data stored in the user account will no longer be available to the User.

§ 18   Final Provisions

18.1. The law of the Federal Republic of Germany shall apply to this contract with the exception of the Convention on the International Sale of Goods (CISG) and the exceptions of the conflict of laws provisions.

18.2. The place of jurisdiction for all disputes between ADAMOS and a participant arising from or in connection with this contract is the registered office of ADAMOS in Germany.

18.3. Changes or additions to this contract must be made in writing to be effective. This also applies to the cancellation of this written form requirement. Deviating individual contractual agreements have priority. Insofar as the parties agree that a declaration requires the written form in order to be effective, telecommunication transmission by fax or e-mail and, in the case of a contract, the exchange of declarations that satisfy the written form requirement shall be sufficient to comply with this requirement. Section 127 (2) and (3) BGB (German Civil Code) shall otherwise not apply.

18.4. Insofar as a provision of this contract or parts of the contract is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract. The ineffective or unenforceable provision shall be replaced by way of interpretation or alternatively reinterpretation by the effective and enforceable provision which corresponds or comes closest to the meaning and purpose of the ineffective or unenforceable provision. The same applies to contractual loopholes. Insofar as there are any gaps that need to be filled, they shall be filled by means of a provision of the service by ADAMOS at its reasonable discretion in accordance with § 315 BGB (German Civil Code).