

Digital //oulds

General Terms and Conditions

for the

“Mould Lifecycle Management”

of

Digital Moulds GmbH

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Digital Moulds GmbH
FN 518834 t
Ruthnergasse 20, 4522 Sierning, Austria

PREAMBLE

These General Terms and Conditions (“**GTC**”) shall apply as of 1 August 2020 and govern the rights and obligations between Digital Moulds GmbH, FN 518834 t, Ruthnergasse 20, 4522 Sierning, Austria (hereinafter referred to as the “**Provider**”), and its contractual partner (the “**User**”) in connection with the use of the “Mould Lifecycle Management” operated by the Provider (<https://mlm.digitalmoulds.com>) and the “Mould Monitoring COM Device” developed by the Provider. The Provider and the User are hereinafter also referred to individually as a “Party” and collectively as the “Parties”.

1. Scope of Service

1.1. Definitions

a) “Mould Lifecycle Management”

The Provider operates a software (“Mould Lifecycle Management”, “**MoLi**”) for the digital display of, among other things, product requirements, orders, production, maintenance and administration/inventory of injection moulds tools (the “**Items**”). The Provider operates MoLi as a Software as a Service (“**SaaS**”) or a cloud solution.

MoLi is defined in detail in the “Technical Description of MoLi”, **Annex ./1** to these GTC.

b) Mould Monitoring COM Device

The Provider develops hardware (“Mould Monitoring COM Device”, “**MoLi Device**”), that can be attached to Items and automatically transmits data to MoLi. The MoLi Device is defined in detail in the “Technical Description of the MoLi Device”, **Annex ./2** of these GTC.

c) User

The User is a company that is registered with a user account at MoLi.

1.2. Scope of Service A

1.2.1. Scope of Service A of these GTC shall be right of the User to use the MoLi software operated by the Provider.

1.3. Scope of Service B

1.3.1. Scope of Service B of these GTC shall be the delivery of the MoLi Device to the User to be used for the collection and forwarding of machine-generated data to MoLi.

1.3.2. The installation of the MoLi Device on the Items as well as the maintenance of the MoLi Device shall not be the subject of these GTC. Accordingly, the Provider shall not be obliged to install the MoLi Device on the User's Items or those of a third party or to maintain it.

2. Nature and Scope of the Use of MoLi

2.1. The Provider shall make MoLi available to the User for use in the most current version at the router exit of the computer centre in which the server with the software is located ("Performance Transfer Point").

2.2. MoLi shall be used by accessing the website <https://mlm.digitalmoulds.com> via the web browsers "Google Chrome" or "Mozilla Firefox", in their most current version. MoLi might not be compatible with other browsers. MoLi shall be used for the first time after creating an individual user account (Clause 3.).

2.3. MoLi may be used (after Registration) by logging in the respective user account with the user data.

2.4. The use of MoLi shall only be permitted for the purposes provided for in the Technical Description (**Annex.1**). Any further use – even if technically possible – shall constitute a breach of the rights of use as agreed upon and shall not be permitted.

2.5. The User shall not gain proprietary title to the (cloud) software used or parts thereof.

2.6. The User may assign permissions to view or enter data regarding certain Items to other users ("**Cooperation Accounts**").

3. Registration and Access Data

- 3.1. The use of MoLi shall only be possible after an individual user account is created (“**Registration**”). The Registration shall be carried out by the Provider.
- 3.2. The Provider shall carry out the Registration exclusively on the basis of an offer submitted by the Provider to a requesting company. After carrying out the Registration, the Provider shall send the access data for the MoLi user account to the requesting company.

Requests to submit an offer shall be made in writing (via email) to:

Digital Moulds GmbH
Ruthnergasse 20
4522 Sierning, Austria
office@digitalmoulds.com

- 3.3. Access data may only be used within the User’s business unit. The User shall be explicitly prohibited from passing on access data to third parties. The access data may also not be passed on to affiliated companies of the User.

4. Use, Handover and Installation of the MoLi Device

- 4.1. The Provider shall provide the MoLi Device to the User. The User shall either purchase or lease the MoLi Device from the Provider, depending on the specific contractual agreement. If the use is based on a lease contract, the User may only use the MoLi Device for the duration of its respective contractual term (Clause 8.) and in this case the ownership of the MoLi Device shall remain with the Provider.
- 4.2. If the MoLi device becomes defective, the User shall have the right to demand the Provider to replace the defective MoLi Device within the framework of the statutory warranty provisions.
- 4.3. In the event of damage to the MoLi Device for which the User is responsible, the User shall reimburse the Provider for the costs of replacing the MoLi Device in the amount of the current list price of the MoLi Device applicable at that time.
- 4.4. The installation of the MoLi Device shall be carried out by the User. The materials and tools required for installation are not included in the scope of delivery (cables, etc). The Provider shall e-mail the assembly instructions to the e-mail address provided by the User. The Provider shall not be responsible for the proper installation of the MoLi Device.
- 4.5. If the lessee has leased the MoLi Device from the Provider, the User shall return the MoLi Device to the Provider at the User’s own expense and risk after termination of the contractual term without undue delay. If the User does not comply with this obligation to

return the device within one month after the termination of the contractual term, the Provider shall be entitled to charge the User for the MoLi Device at the list price applicable at that time.

5. User Requirements and Software Availability

- 5.1. The minimum hardware and software requirements of the User as well as the instructions for using MoLi and/or the MoLi Device can be found in the respective Technical Descriptions (for MoLi in **Annex /1** and for the MoLi Device in **Annex /2**).
- 5.2. The Provider hereby informs the User, that restrictions and disruptions of the services provided may arise, that are beyond the Provider's control. This includes in particular actions of third parties who do not act on behalf of the Provider, technical conditions of the internet that cannot be influenced by the Provider as well as force majeure. The hardware and software used by the User as well as its technical infrastructure can also have an influence on the services of the Provider.
- 5.3. The storage and data processing space required for the use of MoLi shall be provided by the Provider or by Microsoft (see Clause 10.5.).
- 5.4. The Provider waives any liability as that MoLi's compatibility with the hardware and software used by the User.
- 5.5. The provision of the minimum requirements specified in the Technical Descriptions as well as the telecommunications services from or to the Performance Transfer Point shall be the User's sole responsibility and do not fall within the Provider's scope of service.
- 5.6. The extent of availability of MoLi that the Provider guarantees is defined in the "Service Levels", **Annex. /3**.

6. Data Content and Data Rights

- 6.1. Data may only be uploaded to MoLi by the User.
- 6.2. The User shall be responsible for the legality and correctness of the data, documents and other media entered by the User into MoLi and will indemnify and hold the Provider against any damages or claims of third parties resulting from the transfer of such data, documents or other media by the User into MoLi.
- 6.3. The Provider shall have no duty of care, protection or warning with regard to the contents entered into MoLi. Under no circumstances shall the Provider be required to check the legal compliance the contents entered by the User MoLi.

7. Remuneration

- 7.1. The User shall pay a flat monthly fee (plus statutory VAT) for the use of MoLi.
- 7.2. The fee to be paid by the User for the use of the MoLi Device depends on the alternative selected by the User:
 - (a) If the User uses the MoLi Device on the basis of a lease agreement, the MoLi Device shall be provided to the User free of charge. The User shall pay the Provider a monthly fee for the use of the MoLi Device (plus statutory VAT) that shall be due for payment in advance.
 - (b) If the MoLi Device is purchased by the User, the User shall pay (i) a one-time fee for the MoLi Device (plus statutory VAT) and (ii) a monthly fee for the use of the MoLi Device that shall be due for payment in advance.
- 7.3. The respective fees to be paid by the User shall be agreed with the User upon the Registration.
- 7.4. The packaging and shipping costs for the shipment of the MoLi Device vary depending on the place of delivery and will be charged to the User separately.

8. Contractual Term

- 8.1. The effective date of the contract of use with the User shall be the date of proper completion of the Registration (Clause 3.).
- 8.2. The rights of use of MoLi shall begin with the sending of the access data (Clause 3.2.) to the User and shall be granted for a period of use of at least 6 (six) months ("Period of Use") depending on the contractual agreement.
- 8.3. Either Party may terminate the contract by giving three months' notice before the end of the respective Period of Use. If the contract is not terminated at least three months prior to the end of the respective Period of Use, the contract shall be automatically extended by a further 6 (six) or 12 (twelve) months, depending on the contractual agreement.
- 8.4. Each Party's right to terminate the contract without notice for just cause shall remain unaffected. More specifically, the Provider shall be entitled to terminate the contract without notice if the User fails to make payments when they are due despite a reminder and the setting of a grace period or if the User is in breach of the contractual provisions regarding the use of the contractual services. In all such cases, termination without notice

requires that the other Party be warned in writing and requested to remedy the alleged reason for termination without notice within a reasonable period of time.

- 8.5. Notice of termination must be made in writing.
- 8.6. The provisions of Clauses 8.1. through 8.5. shall also apply *mutatis mutandis* to a MoLi Device which is made available to the User under a lease agreement.

9. Storage Period, Storage Location and Consequences of a Contract Termination

- 9.1. The Provider shall store the data, documents, etc. sent by the User or the MoLi Device to the respective MoLi account (subject to the provision in Clause 9.3.) at least as long as MoLi is operated by the Provider.
- 9.2. Upon the effective date of the termination of the rights of use, the Provider shall block the access to MoLi.
- 9.3. Upon a corresponding order of the terminating/terminated User, the Provider shall, until 14 days after termination of the use of MoLi:
 - (i) make the data managed in the respective MoLi account – depending on the respective user account authorizations – available for download in common file formats (PDF, Word, Excel), in the file format selected by the Provider at its own discretion; and
 - (ii) make the data recorded in the respective MoLi account for the individual Items available for download as raw values.
- 9.4. The Provider or Microsoft (Clause 10.5.) shall process the data fed into MoLi by the User or a MoLi Device in Europe.

10. Warranty and Liability

- 10.1. The Provider hereby specifies that, based on the current state of the art, it is not possible to create or operate computer software completely free of errors. For the availability of MoLi, please refer to the Service Levels in **Annex ./3** .
- 10.2. The Provider provides no warranty for malfunctions that are due to improper operation, improper use, unsuitable hardware and data carriers, system-related software components (e.g. operating systems and operating system parts, databases, server software, drivers, etc.), viruses of any kind or unsuitable operating and transport conditions of the User.

- 10.3. Any liability or warranty by the Provider for the accuracy of the content of the data entered by Users in MoLi is excluded. The Provider shall not be liable for any damages resulting from the User's breach of its obligation under Clause 4.5.
- 10.4. The Provider shall warrant the transmission of the User's data in MoLi only if and to the extent that the User ensures the connectivity of the data communication lines free of interruptions.
- 10.5. The cloud infrastructure that the Provider uses to operate MoLi is operated (see the technical description of MoLi in **Annex ./1**) by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA, ("**Microsoft**") ("**Azure Cloud**"). Within the scope of these warranty obligations, the Provider shall not provide any warranty for any specific function and/or the data security of the cloud infrastructure operated by Microsoft. The Provider shall warrant data security only to the extent set forth in Microsoft's terms and conditions for the use of the Azure Cloud. The most current version of the "*Service Level Agreement for Microsoft - Online Services*" is available for download at "<http://www.microsoftvolumelicensing.com/SLA>".
- 10.6. The Provider shall only be liable for damages caused intentionally or through blatant gross negligence. The liability of the Provider for slight or simple gross negligence shall be excluded. By mutual agreement of the Parties, the application of Section 1298 of the Austrian Civil Code ("*Allgemeines bürgerliches Gesetzbuch*", "**ABGB**") (reversal of the burden of proof) shall be excluded. The burden of proving the fault (blatant gross negligence or intent) of the Provider rests with the User.
- 10.7. The Provider shall not be liable for lost profits, lost savings, damages from operational disruptions or other indirect and/or consequential damages in connection with MoLi. The Provider shall assume no liability for the loss of data files.
- 10.8. The Provider shall not be liable for damages in an amount that exceeds the amount of the remuneration paid by the Provider for the services provided to the User within the three months preceding the event on which the claim is based. The Provider shall be liable up to a maximum amount of 2000,- EUR per instance of damage.
- 10.9. If the MoLi Device is made available against payment, warranty claims of the User against the Provider with regard to the MoLi Device may be asserted 1 (one) year after delivery of the MoLi Device. Any further claims shall be excluded.
- 10.10. If the MoLi Device is made available against payment, the Provider shall fulfil its primary warranty obligation in accordance with Section 932 para. 2 ABGB with regard to the MoLi Device only by replacing it. The User shall not be entitled to Claims for improvement/repair within the meaning of Section 932 para. 2 ABGB.

11. Regulatory Provisions

- 11.1. Operation of the MoLi Device in aircrafts: the MoLi Device has a flight mode function to interrupt active communication via the mobile network during a flight that must be activated manually by the User. The User shall be solely responsible to check whether the respective regulations of the air carrier allow the unattended use of a MoLi Device during transport.
- 11.2. Operation of the device in countries outside the EU and the USA: the MoLi Device carries the CE mark and is certified for operation in the European Union and approved for operation in the USA under the FCC regulations. For countries outside the EU and the USA, the User shall be responsible for checking whether the local legal regulations permit the operation of the MoLi Device.

12. Data Protection

- 12.1. The Provider must comply with the provisions of the Austrian Data Protection Act (Datenschutzgesetz, DSG), the General Data Protection Regulation (GDPR) and any other statutory personal data protection obligation.
- 12.2. The Provider shall process the personal data necessary for performance of the contract. The detailed data protection information pursuant to Article 13 *et seq.* GDPR (information notice) is available on the Provider's homepage at <https://www.digitalmoulds.com>.

13. General Provisions

- 13.1. These GTC shall be exclusively subject to Austrian substantive law. References to foreign law shall not apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) is excluded.
- 13.2. The Parties agree that the court having subject-matter jurisdiction for the (respective current) registered seat of Digital Moulds GmbH, 4522 Sierning, Austria, shall have exclusive jurisdiction over all disputes arising from or in connection with these GTC.
- 13.3. All notices and legal declarations, in particular amendments and supplements to these GTC, must be made in writing. The same applies to a waiver of this written form requirement. The written form requirement shall be considered complied with in the event of notices by e-mail.
- 13.4. Should one or more provisions of these GTC be or become invalid, ineffective, not feasible or unenforceable, the remaining provisions of these GTC shall remain unaffected. Any such provision shall be replaced by a valid, effective, feasible and enforceable provision

which comes as close as possible to the economic and legal effects which the Parties expected from the defective provision.

- 13.5. The Provider reserves the right to amend, restrict or extend these GTC including the aforementioned annexes as well as the services offered at any time without stating reasons. The Provider will inform the User expressly and in good time of any changes.

Table of Annexes:

Annex ./1 Technical Description of MoLi

Annex ./2 Technical Description of the MoLi Device

Annex ./3 Service Levels

Technical Description of MoLi

Functional Scope of the Mould Lifecycle Management

The cloud-based Mould Lifecycle Management Software shall have at least the following functions, which can be used by the User:

- ✓ Visualization of the location determined and transmitted by the Mould Monitoring COM Device (in the form of GPS coordinates) and of the status
- ✓ Display of automatically collected and transmitted information as well as calculated characteristic values depending on the peripheral (sensors) connected to the Mould Monitoring COM Device such as: cycle time, total cycles, temperature, flow, cavity pressure etc.

The Mould Lifecycle Management portal shall be optimized for the latest versions of the following web browsers and usable on most common end devices (desktop PC, notebook, tablet PC):

- ✓ Google Chrome
- ✓ Mozilla Firefox

When using other web browsers, the possibility of use may be limited.

The Provider shall be entitled to extend the functional scope of Mould Lifecycle Management unilaterally. Any such extension shall neither lead to a claim nor to additional costs for the User. The Provider, therefore, shall be free to unilaterally discontinue additional functionalities of Mould Lifecycle Management, which the Provider has made temporarily available, and to offer them in another form against payment – for example as additional packages.

Technical Description of the MoLi Device

Introduction and Intended use

The Mould Monitoring COM Device is used for tools monitoring of cyclic processes such as the injection moulding process and can, for example, record, store and forward temperatures and pressures. The time component can be used to create a meaningful information content regarding the quality of the process or regarding the status of a tool by means of various values. The automatic tool status recognition provides information regarding operation, storage or transport. The integrated locating function enables tracking & tracing of the tools.

The data is transmitted to a cloud via GSM or WiFi. The status and location of the tool can be called up online at any time.

The Mould Monitoring COM Device is designed according to the specifications in the data sheet. Any use or operation that requires specific requirements and standards that are not explicitly listed in the data sheet must be validated and tested under the User's own responsibility.

Safety and Environment

The device contains a lithium battery. Incorrect handling of the battery can cause fire.

- ✓ The Device must not be opened.
- ✓ Applicable transport regulations must be complied with.
- ✓ The Device must be disposed of properly after use.

Technical specification

Device Specification:

- ✓ Dimensions (L x W x H) 138 mm x 60 mm x 44 mm
- ✓ Weight 350 g
- ✓ Power supply 24VDC, rechargeable Li-Ion battery with 4000mAh
- ✓ Battery life max. 2 years in stock mode
- ✓ Sensor input 4 x analog (CH0-CH3)
Possible modes:
0/4...20mA: Resolution 6.36µA, max. 23.96mA (96 Ω)
0...10V: Resolution 7.97mV , max. 30V, load 4k7

BASIC expansion stage:

CH0 configured as digital input
 1x universal input: VIN:0-10V; VDIG: 0-30V
 The inputs CH1 - CH3 are deactivated

PROFESSIONAL expansion stage:
 CH0-CH3 freely configurable in the modes (see above)

✓ Location/tracking radio cell location, WLAN location

Operating conditions:

- ✓ Operating temperature -20°C ... +60°C
- ✓ Humidity 15...90%rH non-condensing
- ✓ Storage temperature -20°C ... +60°C
- ✓ Charging temperature (buffer battery) 0...+45°C

Communication:

- ✓ Data transmission 2G/3G world:
 2G GPRS 900MHz / 1800MHz
 2G GPRS 850MHz / 1900MHz
 UMTS B1, B2, B5, B8, B19
- ✓ WIFI 2.4GHz, single band, IEEE 802.11 b/g/n channel
 bandwidth 20MHz

User interface:

- ✓ Backend Mould Lifecycle Management - Web application that allows you to manage and monitor your equipment
- ✓ Status LED - device and communication status

Maintenance

Damage to the Device can lead to a fire hazard!

Liquid entering the device can cause a short circuit and destroy the device. This can lead to fire, loss of data and incorrect readings.

- ✓ Make sure that the device is placed in a safe place on the tool and protected from damage.
- ✓ Check the device for damage before each start-up.
- ✓ Make sure that the electrical connections are not damaged.

Service Levels

Availability

The Provider shall endeavour to make the system “Mould Lifecycle Management” available 24 hours a day and 7 days a week. However, temporary interruptions of service due to maintenance work, system-inherent instability of the internet at external providers or at external network operators as well as in cases of force majeure are possible. The User, therefore, shall have no right to uninterrupted access to the service at any time.

The Provider shall only guarantee the maximum availability of its SaaS Services to the extent that it is also guaranteed by its own provider in accordance with its terms of use. The Provider shall not be responsible for failure to meet the service level commitments of its own provider (<http://www.microsoftvolumelicensing.com/SLA>).

Any demo systems, preview systems, etc. that are not explicitly intended for productive use by the User are not considered part of the “production system”. Such systems shall be made available by the Provider on a voluntary basis for testing purposes. A specific functionality or availability shall therefore not be warranted.

The User shall enter into a separate service level agreement with the Provider to supplement the above provisions. Such an agreement shall in any case be made in writing.