**END USER TERMS**
**- Monitoring and Service Package –**
**Last updated: 07/2018**

You have acquired the monitoring and service package for your machine tool from a company associated with DMG MORI AKTIENGESELLSCHAFT as defined by §§ 15ff. AktG based on a corresponding agreement - hereinafter referred to as the license agreement. The monitoring and service package allows you to use online services of DMG MORI, e.g. NETservice or Messenger by ADAMOS. The scope of delivery and services consists of a hardware component (IoTconnector) as well as the software programs NETservice and Messenger. These software programs as well as security updates and other updates are kept up to date through the Device Management on the IoTconnector.

After activating the monitoring and service packages, you as a user will be able to visualise certain information related to the networked machine tools and track all functions. The respective software interfaces permit data exchange between the IoTconnector and the corresponding CELOS apps.

For the full scope of delivery and services, refer to the product documentation you have already been given.

To use the functions of the monitoring and service package, you must accept these end user terms, which are intended to inform you of the legal framework governing the use of the monitoring and service package. To accept, click the "Accept" button at the end of these terms, provided you have not already accepted these end user terms when entering into the license agreement.

We reserve the right to update these end user terms at regular intervals. You will be given the updated version of the end user terms for the purpose of giving your consent without having to request it specifically.

**I.**
**Right of use**

(1)    We hereby grant you the simple, non-exclusive right to use the software programs

- NETservice

- Messenger

(hereinafter referred to as "**Software**")

as well as the associated product documentation for a limited or indefinite period depending on the specifications of the license agreement.

(2)     You have the right to operate the software, in particular the CELOS control system, on the machine tool workplace after professional installation. You are not permitted to reengineer, reassemble, decompress or in any other manner edit, modify, replace or duplicate the object code of the software. Your right of use is restricted to the object code of the software. The licence does not include use of the software on hardware used with the sole purpose of constituting a platform for this software.

(3)     Any further transfer of the software requires our explicit written authorisation.

**II.**
**Cloud**

(1)     The files transferred during machine networking after activation of the monitoring and service packages shall be stored temporarily on an external, internet-based server ("**Cloud**").

(2)     We have taken suitable precautions to prevent data loss or unauthorised access to the data in the Cloud. Data transfer through upload or download is also protected. The extent of protection is specified in the product documentation.

(3)     We shall ensure that the stored data remains available. In all cases, the data shall be deleted within four weeks from the date of termination of this license agreement.

(4)     The Cloud hosting provider is located in the European Union and is subject to European data privacy regulations. We reserve the right to change the hosting provider during the license agreement period. In this event, we will provide you with detailed, written information about this change.

## III.
## Personal data / objection

(1)     Access to the monitoring and service package requires generation of a "user ID" and a password to permit further use of the monitoring and service package. You are obligated to treat this "user ID" and password as confidential and to refrain from disclosing it to third parties. Other personal data includes your e-mail address and phone number. However, these are optional.

(2)     Automatic back-ups of this data are generated. Once these back-ups reach an age of seven days, they are automatically deleted. It is also possible to delete these back-ups manually. This automatic back-up generation can be deactivated.

(3)     The above-mentioned back-ups contain information on the log-in times of the user or service technician. The back-up contains a log-in time stamp and a log-out time stamp.

(4)     The above-mentioned personal data is processed in the Cloud for the purpose of using the monitoring and service package and for the purpose of maintaining the function of the monitoring and service package as well as of your machine tool, but also for marketing our and third-party products and services and documenting business contacts as legally required. We are entitled to this manner of processing according to Art. 6 section 1 b) GDPR for the purpose of contractual performance as required by the license agreement, according to Art. 6 section 1 c) GDPR for the purpose of meeting our legal obligations and according to Art. 6 section 1 f) GDPR based on our legitimate interests.

(5)     As a data subject you have the right to access (Art. 15 GDPR), rectification (Art. 16 GDPR), erasure (Art. 17 GDPR), restriction of processing (Art. 18 GDPR), data portability (Art. 20 GDPR) and right to object to processing (Art. 77 GDPR).

(6)     **Right to object**
**You have the right to object to processing of your personal data at any time for reasons based on your specific situation, if this processing is based on Art. 6 section 1 f) GDPR (data processing based on weighing of interests). If you object, your personal data will only be processed further, if we can prove that there are compelling, legitimate reasons overriding your interests, rights and freedoms or if processing is for the purpose of asserting, exercising or defending legal claims. You can address your objection to** widerspruch@dmgmori.com**.**

(7)  For further information with regard to data processing, please visit www.datenschutz.dmgmori.com. Moreover, please do not hesitate to contact the DMG data privacy officer at responsibility@dmgmori.com.

## IV.
## Liability for defects

(1)  We guarantee the function and operational availability of all services of the monitoring and service package as described in the associated documentation.

(2)  We will make amendments, modifications and additions to the services of the monitoring and service package and take measures intended for detecting and eliminating malfunctions as defined in the support services described in the associated documentation. Our service hotline +49 (0) 180 5 49 00 22 is available to you for the above-mentioned purpose.

(3)  We monitor the basic function of the monitoring and service package daily. If maintenance is required, we will inform you of this maintenance work as soon as possible and perform any required work as soon as technically feasible.

## V.
## Liability

(1)  We assume unlimited liability for damage caused with intent or through neglect arising from the violation of life, body or health by our legal representatives or vicarious agents.

(2)  Any other claims for damages against us are excluded, irrespective of their legal grounds, unless we, our legal representatives or vicarious agents have acted with wilful intent or gross negligence. We are only liable for minor negligence, if one of our essential contractual obligations was violated by our legal representatives, executive employees or vicarious agents. In this case, we are only liable for foreseeable damage, the occurrence of which must typically be expected. Essential contractual obligations are those which make contractual performance possible in the first place and on the performance of which you may rely.

## VI.
## Final provisions

(1) These end user terms are subject to German law under exclusion of CISG.

(2) The venue for disputes arising from the license agreement is based on the applicable provisions therein.

(3) No verbal secondary agreements have been made. Changes, amendments and additions to these end user terms are only valid, if we have agreed on them in writing. This also applies to changes of this provision.

(4) Should a provision of these end user terms be or become invalid, this shall not affect the validity of the remaining end user terms. The invalid provision shall be replaced by a new provision which comes as close as possible to the intended economic purpose of the invalid provision. The same applies to gaps in these terms.