

Terms of Use – Digital Service Assistant

These “Terms of Use – Digital Service Assistant” (“**Terms of Use**”) apply between STILL GmbH (“**Provider**”) regarding the provision and use of the Digital Service Assistant (“**DiSA application**”) and the customer. The Provider and the customer are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.”

1. Subject Matter

- 1.1 These Terms of Use set forth the general terms and conditions for the provision and use of the DiSA application and the related services of the Provider for the customer. In the event of any discrepancies between these Terms of Use and any other agreement between the Provider and the customer regarding the DiSA application, the terms of the agreement shall take precedence over these Terms of Use.
- 1.2 The customer's general terms and conditions shall not apply, and the Provider expressly objects to their inclusion. This also applies if the Provider, being aware of such terms and conditions of the customer, provides the DiSA application or other services to the customer. If the customer's internal organizational policies in connection with the conclusion of the contract require the creation of an order form or a similar document by the customer, the customer shall, notwithstanding the foregoing, ensure that the content of such an order does not deviate from the provisions of the contract and these Terms of Use.
- 1.3 The Provider shall provide the customer, in return for payment of the fee specified in the order, with a copy of the DiSA application for the duration of the contract for the customer's own internal business processes. In the event that the DiSA application is protected by a license key, the customer shall receive the license key exclusively for the use of the DiSA application as specified in detail in this agreement/order form.
- 1.4 If additional services related to the DiSA application are commissioned, such services may be governed by separate or supplementary terms and conditions.
- 1.5 The specifications of the DiSA application are conclusively set out in the order, the documentation, and these Terms of Use. Such specifications are to be understood as descriptions of performance and do not constitute guarantees. A guarantee is only provided if it is expressly designated as such.
- 1.6 Without prejudice to the customer's rights of use and the warranties granted by the Provider under these Terms of Use, the Provider reserves the right, at its sole discretion and in addition to any changes made in the course of maintenance, to make modifications to the functionality of the DiSA application that the Provider deems necessary or beneficial in order to (a) (i) maintain or improve the quality or functionality of the DiSA application; (ii) maintain or improve the competitiveness of the DiSA application or its market position; or (iii) maintain or improve the cost-effectiveness and/or performance of the DiSA application; or (b) comply with applicable laws. The Provider shall inform the customer of the implementation of such changes and shall provide reasonable support in connection with such changes to ensure proper and continuous use of the DiSA application by the customer and its users.
- 1.7 Other services, such as maintenance, installation, or configuration of the DiSA application, as well as consulting and training, are not included within the scope of this Terms of Use.

2. Use by the Customer

- 2.1 The customer shall use the DiSA application only in accordance with the service description, the provisions of any additional agreement, and these Terms of Use, as well as all applicable laws and regulatory requirements, including those relating to the export and re-export of software, technical data and information, or derivatives of such software or technical data and information from any jurisdiction. The customer shall instruct all users accordingly and shall be responsible to the Provider for all activities of any users to whom the customer has granted access to the customer account.
- 2.2 The customer shall make reasonable efforts to prevent unauthorized access to the DiSA application, in particular by instructing users not to share the access credentials provided to them or chosen by themselves with third parties, and by communicating these Terms of Use to the users. The Provider shall support the customer in these efforts by making the current version of the Terms of Use available for retrieval and storage on a permanent data carrier in the online area of the DiSA application.
- 2.3 The customer shall inform the Provider without undue delay in writing as soon as the customer becomes aware that
 - 2.3.1 there has been any unauthorized access to or unauthorized use of the customer account; or
 - 2.3.2 the access credentials provided to a user or chosen by a user have been shared with third parties, have been lost, or have been subject to a data breach.

Upon such notification by the customer, the parties shall cooperate to avert or mitigate any potential adverse consequences of the incident.

- 2.4 Should the customer identify any non-conformity of the DiSA application with the service description, any additional agreement, these Terms of Use, or applicable laws and regulatory requirements, the customer shall furnish the Provider with all information necessary for the Provider to diagnose and rectify such non-conformity.
- 2.5 The customer grants the Provider, for the duration specified in the order, the right to store, access, and process on the IT infrastructure used for the operation of the DiSA application any files, data, information, and other content (collectively, "Content") entered, created, or otherwise made accessible by the customer and its users in the customer account, to the extent necessary in order to provide the customer with the DiSA application and its functionalities.
- 3. Requirement of the KION Central User ID**
- 3.1 A valid KION Central User ID is required in order to use the DiSA application. The KION Central User ID is subject to its own terms and conditions, which take precedence over these Terms of Use.
- 3.2 The customer shall protect the access credentials against unauthorized access by third parties and shall not disclose them to any unauthorized third party. The customer is fully responsible for all actions taken using its access credentials. The customer's obligation to pay also applies to any charges incurred as a result of third parties ordering fee-based services or entering into agreements through the customer's accounts, if this is attributable to the customer.
- 3.3 If the KION Central User ID has been disabled, the DiSA application can no longer be used with this ID until the ID has been reactivated or a new ID has been set up.
- 4. Grant of Rights**
- 4.1 For the respective contract term specified in the order, the customer is granted a simple, revocable, and non-exclusive right to use the DiSA application, to the extent defined in this Terms of Use and the order, for its own internal business processes. The DiSA application may only be used simultaneously by the maximum number of natural persons corresponding to the number of licenses acquired by the customer. For paid functions, the rights are granted only upon full payment of the fee agreed in the order and activation.
- The contractual use includes the installation as well as loading, displaying, and using of the installed software. The number of paid licenses shall be determined by the order. Under no circumstances shall the customer have the right to rent out or otherwise sublicense the acquired DiSA application, to communicate or make it publicly available by wire or wireless means, or to provide it to third parties, whether for a fee or free of charge, for example by way of application service providing or as "software as a service."
- 4.2 The Provider reserves the right to make certain features available only in specific regions for technical or legal reasons. If the Provider implements technical measures for this purpose (e.g. geolocation based on the IP address of the internet connection used), the customer shall not circumvent or interfere with such measures.
- 4.3 The grant of rights under paragraph 4.1 does not affect the customer's mandatory statutory rights of use, in particular pursuant to Sections 69d and 69e of the German Copyright Act (UrhG). If it is necessary to create a backup copy to safeguard future use, the customer shall visibly mark the backup copy with the notation "Backup copy" as well as the manufacturer's copyright notice.
- 4.4 The customer is not entitled to transfer the copy of the DiSA application provided to them to any third party. In such a case, the customer shall completely discontinue the use of the program, remove all installed copies of the program from their computers, and delete or hand over to the Provider all copies stored on other data carriers, unless the customer is legally required to retain them for a longer period. The transfer of access credentials and the KION Central User ID is not permitted. Upon request by the Provider, the customer shall confirm in writing to the Provider the complete performance of the aforementioned measures, or, where applicable, set out the reasons for longer retention. Furthermore, the customer shall expressly agree with the third party to comply with the scope of the grant of rights in accordance with this section.
- 4.5 If the customer uses the DiSA application to an extent that exceeds the acquired rights of use, either qualitatively (with respect to the type of permitted use) or quantitatively (with respect to the number of acquired licenses), the customer shall promptly acquire the rights of use necessary for permitted use. All statutory and contractual rights to which the Provider is entitled shall remain reserved.
- 4.6 Copyright notices, serial numbers, and other features serving to identify the program may not be removed from or altered in the DiSA application.

5. Term, Fees, Due Date, an Default

- 5.1 The term of the contract and the fees are set out in the respective order.
- 5.2 All prices are quoted net, i.e., exclusive of any applicable VAT.
- 5.3 Payments become due upon provision of the access credentials to the customer and shall be made within 14 days from the date of invoice, unless otherwise agreed by the parties in the order or in other agreements relating to the DiSA application.

6. Warranty

- 6.1 The Provider warrants the agreed quality and that no third-party rights conflict with the contractual use of the DiSA application. The warranty for defects does not apply to deficiencies resulting from the DiSA application being used in a hardware and software environment that does not meet the requirements specified in the documentation, the order, and these Terms of Use or from any modifications and alterations made to the software by the customer, unless the customer is legally entitled, entitled under this agreement, or has received the Provider's prior written consent to make such modifications or alterations.
- 6.2 The customer shall inspect the DiSA application immediately upon receipt/activation for any obvious defects and shall notify the Provider without undue delay if any are found. The same applies if such a defect becomes apparent at a later stage.
- 6.3 In the event of a defect, the Provider is initially entitled to subsequent performance, i.e., at its discretion, to remedy the defect ("rectification") or provide a replacement. As part of the replacement delivery, the customer may be required to accept a new version of the software, unless this would result in unreasonable impairment. In cases of defects in title, the Provider shall, at its option, either procure for the customer the legally unobjectionable right to use the DiSA application or modify the software so that third-party rights are no longer infringed.
- 6.4 The Provider is entitled to perform warranty services at the customer's premises. The Provider shall also fulfill its obligation to remedy defects by making updates with an automatic installation routine available for download on its website and offering the customer telephone support to resolve any installation issues that may arise, unless this would result in unreasonable hardship for the customer.
- 6.5 The customer's right, in the event that rectification or replacement fails, to reduce the purchase price or to withdraw from the contract at their discretion remains unaffected. The right of withdrawal does not apply in the case of insignificant defects.
- 6.6 Except for claims for damages, warranty claims based on material defects shall become time-barred after one year. The limitation period begins with the delivery/provision or activation of the DiSA application.
- 6.7 The Provider occasionally carries out maintenance work on the servers and technical components used for certain functions, which may lead to temporary impairments of usability or availability. Wherever possible, the Provider will perform maintenance work outside of regular usage hours. Scheduled work that is expected to interrupt normal operations will be announced in advance in the online area.
- 6.8 The Provider may restrict access to and the availability of functionalities if necessary for the security of network operations, the maintenance of network integrity—particularly to prevent severe disruptions of the network, the software, or stored data—the interoperability of services, or to ensure data protection. In this context, the Provider is entitled to suspend functionalities in the event of a suspected abusive use by third parties (in particular suspected hacking) until the situation has been clarified or the access credentials have been changed. If the abusive use was intentionally caused by the customer, the Provider is furthermore entitled to terminate the contract extraordinarily and without notice.
- 6.9 In the event of suspected misuse, the customer must immediately contact the Provider via hotline or email. The contact details can be found in the legal notice (imprint).

7. Liability

- 7.1 The Provider shall be liable without limitation
- in cases of intent or gross negligence,
 - for injury to life, body, or health,
 - in accordance with the provisions (and to the extent) of the Product Liability Act,
 - to the extent of any guarantee assumed by the Provider, and
 - in any other cases where liability is mandatorily prescribed by law.

- 7.2 In the event of simple negligence resulting in the breach of an obligation essential for achieving the purpose of the contract (cardinal obligation), the Provider's liability is limited to the amount of damages that is foreseeable and typical for the type of transaction in question.
- 7.3 Any further liability of the Provider is excluded.
- 7.4 The above limitation of liability also applies to the personal liability of the Provider's employees, representatives, and bodies.
- 7.5 **THE DiSA APPLICATION AND ALL CONTENT OR SOFTWARE CONTAINED THEREIN OR ACCESSIBLE THEREFROM ARE PROVIDED "AS IS".** UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO: (A) THE ACCURACY, TIMELINESS, CURRENCY, OR COMPLETENESS OF ANY INFORMATION CONTAINED IN OR ACCESSIBLE THROUGH THE DISA APPLICATION; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DISA APPLICATION; AND (C) ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE THROUGH THE USE OF THE DISA APPLICATION.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE PROVIDER DISCLAIMS: (A) ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; AND (B) DOES NOT WARRANT THAT THE DISA APPLICATION OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED.

USE OF THE DISA APPLICATION IS AT THE CUSTOMER'S OWN RISK, AND CUSTOMERS ASSUME FULL RESPONSIBILITY AND RISK OF LOSS THAT MAY RESULT FROM THE USE OF OR ACCESS TO THE DISA APPLICATION OR ANY CONTENT CONTAINED THEREIN. IF LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW OR REGULATION, UNDER NO CIRCUMSTANCES SHALL THE PROVIDER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, SUPPLIERS, OR DEALERS BE LIABLE TO CUSTOMERS OR ANY THIRD PARTY FOR: (A) ANY LOSSES OR DAMAGES OF ANY KIND ARISING FROM INFORMATION, PRICES OR RATES POSTED ON OR CALCULATED BY THE DISA APPLICATION, OR FOR ERRORS OR OMISSIONS BY DISA; (B) ANY LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OFFERS, INVESTMENT DECISIONS OR CONTRACTS ENTERED INTO BASED ON INFORMATION POSTED ON OR CALCULATED BY THE DISA APPLICATION; (C) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES; OR (D) ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OR INABILITY TO USE THE LSG [OR DISA APPLICATION] OR ANY CONTENT CONTAINED THEREIN, EVEN IF THE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF CUSTOMERS ARE DISSATISFIED WITH DISA OR ANY PART THEREOF, OR WITH ANY OF THESE TERMS OF USE, THEIR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING DISA.

The customer agrees to indemnify, defend, and hold harmless the Provider, its parent companies, subsidiaries, affiliates, directors, officers, and employees from and against any claims, demands, or damages, including reasonable attorneys' fees, asserted by any third party or arising out of the customer's use of the DiSA application or their conduct in the DiSA application online area.

8. Audit Right

- 8.1 At the request of the Provider, and with reasonable advance notice, the customer shall enable the Provider to verify the proper use of the DiSA application, in particular to ensure that the customer uses the program both qualitatively and quantitatively within the scope of the licenses acquired. For this purpose, the customer shall provide the Provider with information, grant access to relevant documents and records, and permit verification of the hardware and software environment used by the Provider or by an auditing firm designated by the Provider and acceptable to the customer. The Provider may carry out such audit at the customer's premises during regular business hours, or have it carried out by third parties who are bound to confidentiality. The Provider shall ensure that the customer's business operations are disrupted as little as possible during any on-site activities. If the audit reveals that the number of acquired licenses has been exceeded by more than 5% (five percent) or otherwise that the use is not in conformity with the contract, the customer shall bear the costs of the audit; otherwise, the Provider shall bear the costs. All other rights are reserved.

9. Confidentiality

- 9.1 "Confidential Information" means all information and documentation of a party that is designated as confidential or that must be regarded as confidential under the circumstances, in particular information regarding the respective party's products, including object codes, documentation and other documents, business operations, business relationships, and know-how.

- 9.2 The parties undertake to keep confidential information of the other party strictly and unconditionally secret and to protect it through appropriate technical and organizational measures.
- 9.3 The obligation of confidentiality under Section 9.2 does not apply to such confidential information,
- 9.3.1 which was demonstrably already known to the recipient at the time the contract was concluded or subsequently becomes known from a third party, without violating any confidentiality agreement, statutory provisions, or official orders;
- 9.3.2 which was publicly known at the time of the conclusion of the contract or become publicly known thereafter, provided this is not due to a breach of this agreement;
- 9.3.3 which must be disclosed due to statutory obligations or by order of a court or authority. To the extent permitted and possible, the recipient required to disclose shall inform the other party in advance and give it the opportunity to oppose the disclosure.
- 9.4 The parties shall grant access to confidential information only to such advisors who are subject to professional confidentiality obligations or who have previously been bound by confidentiality obligations equivalent to those set out in this agreement. Furthermore, the parties shall only disclose confidential information to those employees who need to know such information for the execution of this agreement, and shall require these employees to maintain confidentiality, even after their employment ends, to the extent permitted by labor law.
- 10. Data Protection**
- 10.1 In providing the contractually owed services, the Provider shall comply with all applicable laws and regulations on the protection of personal data.
- 10.2 The parties shall, if required, conclude a data processing agreement.
- 11. Amendments to These Terms of Use in Connection with Online Functions**
- The Provider reserves the right to amend these Terms of Use with regard to online functions, in particular as a result of changes in the law or to provide improved functionality of the online features. The customer will be notified of any such changes and will be granted the right to object to the amendment. Should the customer object to a change in the Terms of Use, the Provider reserves the right to terminate the contract and any associated agreements. The customer will be informed of the consequences of any objection as part of the notification of amendment. The amendments shall be deemed accepted by the customer unless they object within four weeks of receipt of the amendment notice.
- 12. Miscellaneous**
- 12.1 The customer may transfer claims against the Provider to third parties only with the Provider's prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.
- 12.2 The customer may only offset claims that are undisputed or have been finally determined by a court of law.
- 12.3 Amendments and additions to this agreement must be made in writing. This also applies to any amendment or waiver of this clause.
- 12.4 This agreement is governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 12.5 The place of performance is Aschaffenburg, Germany. The exclusive place of jurisdiction is Frankfurt am Main, Germany.
- 12.6 Should any individual provision of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. The contracting parties shall endeavor to agree on a valid provision that most closely reflects the economic intent of the invalid provision.
- 12.7 All annexes and documents referred to in this agreement form an integral and binding part of the contract.