

USE CONDITIONS FOR MANULINK

1. PREAMBLE

- 1.1. Formtec GmbH ("FORMTEC") operates the online platform "MANULINK", via which tasks and projects are coordinated and/or shared between several users.
- 1.2. A customer of MANULINK can create projects, register users and assign them to individual projects. The user must first accept these use conditions in order to be able to use the features of MANULINK (e.g. "Mould planning").

2. Definitions

- 2.1. The "customer" is the contract partner who concludes a framework contract for the provision and use of MANULINK and who has activated bookings for projects.
- 2.2. "Users" are all persons defined by the customer with access to a project.
- 2.3. The "Project" is a working area described in the MANULINK interface as a project which, in terms of its functions (e.g. Release for other users), is separate from other working areas.

3. SUBJECT, CONTRACT CONCLUSION

- 3.1. These use conditions regulate the provision and use of MANULINK and underlie any use on the part of the user.
- 3.2. The contract for the use of MANULINK comes into force with the electronic acceptance by the user of these use conditions via the web interface.
- 3.3. With the conclusion of these use conditions the user accepts the regulations contained therein as a component of the use relationship. These use conditions apply for the contractual relationship exclusively. Contract conditions of the user, even if known by FORMTEC, are not a component of the contract unless FORMTEC has explicitly acknowledged their validity in writing.
- 3.4. These use conditions are available on the MANULINK website for download. The concluded use contracts are not stored by FORMTEC .
- 3.5. The contract can be concluded in the following languages: German, English. If in doubt as to the interpretation of contract provisions the German version takes priority.

4. PERFORMANCE SPECIFICATION

- 4.1. MANULINK is designed as a purely Web/Cloud application which runs in most current Internet browsers and which requires a constant Internet connection. A customer can register an unlimited number of users for access to the chargeable services. MANULINK supports the communication of working processes and has the following applications:
 - a) **Mould planner:** The MANULINK mould planner is a calculation system for the planning, design and calculation of moulds for moulding/casting processes. MANULINK allows the cooperation and technical exchange of designers, mould makers and moulders/casters using a digital 3D model of a component to assess the feasibility of a component project, to produce a rough design of the mould required for casting the component, as well as identifying peculiarities and potential difficulties at an early stage. This enables a more precise cost calculation. MANULINK does not have the degree of precision needed for the designing of the final mould and is not designed for this purpose. The designing of the final mould must therefore be carried out using different software which is specially adapted to the processes and the machinery. Uploaded 3D component models cannot be downloaded again. They can only be observed on MANULINK for a limited period.
 - b) **Project coordination lists:** MANULINK offers the possibility of creating project lists which can be used by two or more users to agree business processes. The lists are used via browser. The lists are set up individually by FORMTEC and are billed by (time) expenditure and effort.

- 4.2. Otherwise the range of services and features are identified in the respective specifications which are provided as appendices to the individual contract with the customer.
- 4.3. The access of the user to the internet (Access) is not a part of the contractual relationship. The user bears sole responsibility for the functioning of its internet access, including transfer routes, and of its own computer. The equipment and other technical prerequisites required by the user are described in clause 4.4.
- 4.4. The use of MANULINK requires a compatible desktop or notebook computer with a respectively up-to-date operating system and web browser and a stable broadband internet connection (≥ 6 MBit/s). When using mobile devices such as tablets or smartphones, earlier operating systems, earlier web browsers or a slower internet connection the visualisation, features and response speed of MANULINK may be reduced.

5. RIGHT TO USE, TRANSFERABILITY

- 5.1. Via the uploading and processing of content the user gives FORMTEC the right to reproduce said content in the context of the agreed use of MANULINK within its technical infrastructure (production and test environment, including the production of data back-ups) and provide these for the further users of the project. FORMTEC obtains no use right or licence beyond the use for the due provision of MANULINK.
- 5.2. The parties assume that in the context of the cooperation on MANULINK generally no editing/processing is carried out which would be independently protectable. If, as a result of editing/processing, property rights to the editing/processing product/work should nevertheless arise, these are (in addition to the granting of rights pursuant to clause 5.1), subject to the respective copyright or other industrial property rights, as well as any agreements between the user and/or with the customer.
- 5.3. The user is entitled to use MANULINK in accordance with these use conditions, particularly to access its features and content via the internet. The user obtains no further rights to the MANULINK software.
- 5.4. The use of MANULINK beyond the agreed or designated purpose or scope is prohibited. Particularly the user is not entitled to give third parties the use of MANULINK by leasing, lending or otherwise transferring its login and password. The user will not attempt to bypass protection measures in order to gain access to non-activated chargeable features. The user will refrain from making a permanent copy of the design and features of MANULINK or any part thereof for its own commercial purposes, unless using exclusively freely usable software from other sources.

6. CONFIDENTIALITY AND NON-DISCLOSURE

- 6.1. FORMTEC undertakes to treat all data and content uploaded to MANULINK (e.g. saved changes to the part and messages between the project participants, but not customer master data and usage data) as confidential and not to issue said data to unauthorised third parties, particularly competitors.
- 6.2. FORMTEC takes all technically feasible and economically reasonable IT security and other protection measures (technical and organizational) appropriate to normal protection needs in order to protect the confidential information of the user against unauthorized access and against malfunction, including by external attacks.
- 6.3. Should the user enable other users to access confidential data via MANULINK or should the user have been able to access confidential data, the scope of confidentiality does not arise from these use conditions but from any agreement concluded between the users and/or the customer and the applicable statutory regulations.
- 6.4. The obligations of this clause 6 shall also apply after the contractual relationship has lapsed, unless other regulations are agreed.

7. DATA PROTECTION, DATA BACKUP

- 7.1. The parties shall observe the respectively applicable data protection regulations (DS-GVO, BDSG new), in particular also in Germany, and shall ensure to the necessary extent that the persons authorized to process personal data have themselves committed to confidentiality or are subject to an appropriate statutory confidentiality obligation.

- 7.2. The parties assume that the user does not process third party personal data via MANULINK. If required, FORMTEC offers the conclusion of an agreement on the order processing of personal data in exceptional circumstances on request.
- 7.3. FORMTEC uses the personal data of the user in accordance with the data protection declaration, which is available via the MANULINK website.
- 7.4. FORMTEC uses computer centres of third party suppliers. The server site is in Germany.

8. DUTIES AND OBLIGATIONS OF THE USER

- 8.1. The users shall not upload files for different 3D models of different components within a project in order to bypass the booking of a further project. This means that while modified 3D models of the same physical components (e.g. with slightly changed geometry, or with added sprue) may be uploaded within the same project, 3D models of a different component may not be uploaded to the same project.
- 8.2. The users provide at least their username when registering on MANULINK. The username can, but does not have to, correspond to the actual name of the user. The user can select any password but is obliged to choose a secure, i.e. sufficiently long and complex password. The user undertakes not to disclose its password to other persons and to take appropriate protective measures to prevent third parties from finding it out.
- 8.3. The user agrees to upload only such files (e.g. 3D models) to MANULINK for which the user has sufficient usage or license rights with respect to intellectual property rights (such as trademarks and designation rights) and copyright.
- 8.4. The user does not process personal data of third parties via MANULINK who are not or will not be themselves users of MANULINK. Furthermore, the user will only submit unsolicited advertising communications to other users or third parties in accordance with applicable law (no spamming).
- 8.5. The user will not use or allow MANULINK to be used to transmit illegal or immoral content or to reference such content. This includes, in particular, incitement to violence, glorification or trivialisation of violence, pornographic or sexually offensive content or content otherwise harmful to minors, as well as content that incites criminal offences or breaches anti-competition laws or other laws.
- 8.6. The user will not upload harmful software to MANULINK.
- 8.7. The user will not attempt to gain access either itself or by others to any data within FORMTEC's technical infrastructure that is not intended for use by the customer/user in the usual use of MANULINK. The user will not attempt to manipulate either itself or via others the correct running of the software or data networks used.
- 8.8. The user will inform FORMTEC immediately of any error, security loophole or other weakness of MANULINK, discovered by itself or via a third party.
- 8.9. The user is obliged to retain all content and data communicated on MANULINK on its own system and make regular and risk-appropriate back-ups.

9. THIRD PARTY RIGHTS; INDEMNIFICATION

- 9.1. Both parties guarantee that the provision of their contractual service, fulfilment of cooperation obligations and duties or the use of a contractual service including in relation to aforementioned obligations and duties do not breach any applicable laws, official regulations or rights of third parties.
- 9.2. Both parties indemnify the other of any third party claims of breach of property rights, applicable laws or official regulations resulting from rights breaches or illegal conduct of the party itself or its agents or employees, executed at the behest of or with the approval of the party, upon the first written request. This indemnity also covers the payment of all expenses, including reasonable costs of prosecution and defence incurred by the other party in connection with the claims of third parties. This does not apply if the indemnified party's response to the asserted claims contradicts the declared will of the claimed party, or if the claimed party proves that it is not responsible for the breach of duty underlying the third party's claim.

10. RESULTS OF THE CONTRACT-VIOLATING USE OF MANULINK

- 10.1. A breach of the user against clauses 8.1 to 8.7 entitles FORMTEC to suspend the access of the user to MANULINK. This suspension may include access to all of that user's data. FORMTEC will ask the user to permanently cease or eliminate the breach prior to suspension, unless FORMTEC has reason to believe that delaying the suspension could cause further harm or that the risk of harm would be increased. Further claims of FORMTEC against the user are unaffected.
- 10.2. FORMTEC can make the lifting of the suspension dependent on the submission by the user of a declaration of cease and desist with a penalty clause and/or payment of security up to the amount of the impending damage, unless these conditions are grossly disproportionate in relation to the infringement or the user proves that there is less or no threat of damage.
- 10.3. Illegal and/or anti-contractual content according to clause 8.5 or reference to content may also be individually deleted or suspended by FORMTEC. If in doubt, FORMTEC is entitled to suspend or delete the content until final clarification of illegality and/or non-conformity.

11. CLAIMS FOR DEFECTS AND REINBURSEMENT

- 11.1. FORMTEC guarantees the function of MANULINK with the characteristics stated in clause 4 and the respective performance specification exclusively in the context of the assured availability. In the case of service disruption FORMTEC will restore MANULINK to the agreed state by means of qualified repair.
- 11.2. FORMTEC accepts no guarantee for, nor does it assure, a specific service characteristic. Technical data, specifications and service data in these use conditions, the customer contract and/or related documents are solely part of the performance specification and are not guarantees in the legal sense.

12. LIABILITY

- 12.1. The parties are liable to one another in accordance with the general statutory provisions, insofar as the other party asserts claims for damages based on intent or gross negligence (including intent or gross negligence on the part of representatives or vicarious agents of said parties).
- 12.2. Insofar as FORMTEC is charged with the negligent breach of a primary contractual obligation, the fulfilment of which enables the proper execution of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the users can regularly rely, the liability for damages of FORMTEC is limited to predictable, typically occurring damage.
- 12.3. Liability for culpable injury to life, body or health remains unaffected.
- 12.4. Liability in accordance with the product liability act as well as liability according to Art 82 DS-GVO remain unaffected.
- 12.5. Otherwise the liability of FORMTEC with respect to the user is excluded.

13. TERMINATION OF USE RELATIONSHIP/ADVANCE EFFECT/DELETION OF PROJECT DATA

- 13.1. After the end of the term of the chargeable services for a project, the data for said project may continue to be accessed on a read-only basis for one year (i.e. without modification and without the use of basic or premium package features) ("read-only"). In this period a renewed booking of chargeable services without data loss is possible. After a year without use of chargeable services for the project the data is automatically deleted. At the request of the user the data uploaded by the user is immediately deleted.
- 13.2. If data cannot be deleted due to mandatory retention obligations, it is only suspended.

14. CONCLUDING PROVISIONS

- 14.1. The user can transfer the rights and duties from this contract in whole or in part to third parties only with the prior written consent (§ 126 German Civil Code (BGB) of FORMTEC.
- 14.2. For the contractual relations the following applies: German Law; the United Nations Purchasing Law is excluded.

- 14.3. If the user is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contractual relationship is Essen, unless another exclusive jurisdiction exists. FORMTEC is equally entitled to bring a case where the user is seated.
- 14.4. Should one or more provisions of these use conditions be or become invalid or void in whole or in part, or should these use conditions contain a loophole, the validity of the provisions of these use conditions shall otherwise remain unaffected. This does not apply if compliance with the contract would represent unreasonable hardship for a contract partner.