KARL MAYER

WE CARE ABOUT YOUR FUTURE

KARL MAYER (H.K.) LIMITED

CONNECTIVITY 2.0 TERMS AND CONDITIONS

1st September 2023

Scope and version

The following terms and conditions including their appendices and annexes (**"Connectivity-Terms-and-Conditions"**) of KARL MAYER (H.K.) Ltd., Units 2906-2907, 29/F, Metroplaza Tower 2, 223 Hing Fong Road, Kwai Chung, N.T., Hong Kong (hereinafter referred to as **"KMHK"**) stipulate rights and obligations in connection with textile machines (**"Machines"**), which (i) KMHK has provided to the **"Customer"** for use and which (ii) by means of a gateway (**"k.ey device"**) can communicate with the Customer and with companies of the KARL MAYER group of companies via the Internet. The

Customer and KMHK are hereinafter individually also referred to as "Party" and jointly also as "Parties". If other contractual agreements already exist between KMHK and the Customer, the content of which is (partly) similar to these Connectivity-Terms-and-Conditions, these agreements shall be replaced by these Connectivity-Terms-and-Conditions. Earlier versions of these Connectivity-Terms-and-Conditions existing between the Parties are superseded by these Connectivity-Terms-and-Conditions.

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List of definitions

For the purposes of these Connectivity-Terms-and-Conditions, the following definitions shall apply:

"Accounting Year"	As defined in **Appendix 1.**
"Commissioned Data Processing"	As defined in **Appendix 2.**
"Connectivity Packages"	As defined in the preamble (B).
"Core lite"	As defined in **Appendix 1** *Annex B.*
"Dashboard"	As defined in **Appendix 1** *Annex A.*
"Data Processing"	As defined in **Appendix 2.**
"End Device"	As defined in **Appendix 1** Annex C.
"EU"	As defined in **Appendix 2.**
"EEA"	As defined in **Appendix 2.**
"Excluded Data"	All machine-related business information and data owned by the customer or which is know-how of the customer in the sense that the data allows conclusions to be drawn about technical product compositions or processes worthy of protection. Exemplary data in this category are patterns and lappings that are already the property of the Customer.
"Defective Provision"	As defined in paragraph 7.5.
"Confidential Information"	As defined in paragraph 2.1.
"Cardinal Duty"	As defined in paragraph 5.2.
"Facilities"	As defined in **Appendix 2** Annex 1.
"KARL MAYER Group"	All companies including KM.ON which are affiliated enterprises of KMHK and, in addition, any other person, company, joint venture or other legal entity that is directly or indirectly controlled, through one or more intermediaries, by KARL MAYER Holding SE & Co. KG, Industriestr. 1, 63179 Obertshausen, Germany. For the purposes of this definition, "control" means the power to direct the management and policies of an enterprise, or cause them to be directed, whether by virtue of ownership of the shares or voting rights, by contract or otherwise.
"k.ey device"	As defined in "Scope and service" page 1
"Machine"	As defined in "Scope and service" page 1
"myKM.ON"	As defined in the preamble (D).
"Personal Customer Data"	As defined in paragraph 3.6 and **Appendix 2.**
"Platform"	As defined in the preamble (B).

"Processing Results" or **"Data Output"**	All contents and/or materials, programmes as well as other information resulting from the processing of raw data – either from the category of "status" or from the category of "production" – through intended use of the machine and the applied digital services, including all summaries, rearrangements, statistics, analyses and visualisations.
"Production data"	Raw data that only allow conclusions to be drawn about the production processes. This includes data on the functional sequences of the machine, the operation and all other internal processes (control states, errors in the production process).
"Raw data" or Data-Input"	All contents and/or materials, programmes as well as other information of the Customer (with the exception of data which are the result of a data processing process) which are 1. made available to KMHK by the Customer in connection with these Connectivity-Terms-and-Conditions including through KMHK's access to machines / other systems of the Customer. 2. entered by the Customer into files, spreadsheets, programs, systems or other storage media that are products of KMHK. 3. entered into the machine by the Customer or loaded onto his systems.
"Solutions"	As defined in the preamble (B).
"SLA"	Service Level Agreement – Dashboard and Remote Services.
"Statistics Function"	As defined in **Appendix 1** *Annex A* paragraph 2.5.
"Status data"	All raw data that allow conclusions to be drawn about the structural and/or technical status of the machine. For example, the maintenance status of the machine can be monitored using this data (status monitoring). These data include, in particular, machine data (such as usage type and duration, utilisation, status, status and error messages), unvironmental data (temperature, humidity, air pressure) and machine-related network data (access, bandwidth utilisation, communication, interaction); k.ey device-related data (network information, access information, usage).
"Overview Page"	As defined in **Appendix 1** *Annex A.*
"Transfer"	As defined in paragraph 6.2.
"Networkable Machine"	As defined in **Appendix 1** *Annex C* paragraph 3.1.
"Networked Machine"	As defined in **Appendix 1** *Annex A.*
"Connectivity-Terms-and-Conditions"	As defined in "Scope and service" page 1.

Preamble

(A) On the hardware side, the Customer already uses one or more gateways for its Machines, which are now to be replaced by one or more k.ey device(s) by KMHK in order to adapt to increased performance requirements on the part of the KARL MAYER Group.

(B) On the software side, KMHK will in future provide the Customer with various cloud-based communication and support options (**"Solutions"**) via a platform (the **"Platform"**, also called **"myKM.ON"**) as part of package offers (**"Connectivity Packages"**).

(C) Services which KMHK undertakes to provide under the contractual relationship based on these Connectivity-Terms-and-Conditions are partly provided by other companies of the KARL MAYER Group, in particular by KM.ON GmbH.

(D) The Parties are aware that in the dynamically developing field of "Industry 4.0", adaptation requirements with regard to Connectivity-Terms-and-Conditionsthese Connectivity-Terms-and-Conditions may arise at any time.

A.
General regulations; Solutions; Use of myKM.ON

1. Solutions; myKM.ON

1.1 The Customer can obtain services of KMHK via myKM.ON. For the purchase of goods and services from other companies of the KARL MAYER Group as well as via myKM.ON, the separate respective provisions apply. The Customer can view the respective status of the Solutions booked with the Connectivity Packages on myKM.ON.

2. Confidentiality

2.1 In the course of the contractual relationship between the Customer and KMHK, information requiring secrecy will be disclosed and exchanged (the **"Confidential Information"**). That Confidential Information comprises
(a) all information of an economic, commercial, technical or other confidential nature, in particular all specifications, descriptions, sketches, drawings, designs, sections, samples, data, inventions, formulae, procedures, plans, programmes, models, findings, experience and know-how (relating to the k.ey device, for example);
(b) the contents of these Connectivity-Terms-and-Conditions and the Solutions provided under other agreements and as part of the Connectivity Packages;
(c) Functioning, layout and design of the area of myKM.ON accessible only to the Customer;
(d) Information that KMHK expressly designates as confidential, with the exception of information that falls under paragraph 2.5.

2.2 The Parties shall not disclose the Confidential Information or make it accessible to third parties. Copies may be made only for proprietary use; all Confidential Information must be stored in such a way that third parties cannot gain knowledge of it.

2.3 The Customer shall use the Confidential Information exclusively for the use of the k.ey devices, myKM.ON and Solutions, but not for other business purposes, in particular not for its own myKM.ON-related projects; to develop products similar to the k.ey devices, myKM.ON and Solutions; or to promote myKM.ON-related projects or develop third party products similar to the k.ey devices, myKM.ON and Solutions.

2.4 The confidentiality obligations assumed under paragraphs 2.2 and 2.3 shall apply – without prejudice to the provision in par-

agraph 2.5 – without limitation as to time and place. In particular, they shall also apply after the end of the contractual relationship based on Connectivity-Terms-and-Conditions-these Connectivity-Terms-and-Conditions.

2.5 The confidentiality obligations do not apply to knowledge or information
(a) that was already obvious or generally known at the time of their communication to the Customer or to KMHK;
(b) that was already known at the time of the disclosure to the person receiving the information;
(c) that subsequently becomes obvious or common knowledge or state of the art, without any fault on the part of the person who originally received the Confidential Information;
(d) that was disclosed or made accessible to KMHK or the Customer by a third party authorised to do so;
(e) to whose transfer, disclosure or provision to third parties KMHK or the Customer has previously consented in writing. The burden of proving the existence of an exception in the above sense shall be on the person who invokes the existence of the exception.

2.6 During the term of the Connectivity Package according to Appendix 1 and after its termination, the Customer and KMHK shall not reverse engineer, analyse and/or reconstruct Confidential Information that has been transferred to them (ban on reverse engineering).

3. Rights to data; Processing of data; Protection of secrets

3.1 KMHK shall be entitled to exploit Status data as well as the Processing Results. KMHK will not use Excluded Data. If, in an exceptional case, KMHK exploits Excluded Data, KMHK shall immediately and irretrievably destroy the Excluded Data and shall not use the exploited Excluded Data for the purposes specified in these Connectivity-Terms-and-Conditions (cf. Paragraph 3.2). If the Customer is of the opinion that certain data is Excluded Data, the Customer shall inform KMHK accordingly. KMHK shall, in accordance with this paragraph 3.1, use its reasonable discretion to determine whether the Customer's view is correct and then act accordingly to these Connectivity-Terms-and-Conditions.

3.2 The Customer grants KMHK and all companies of the KARL MAYER Group the worldwide, exclusive, irrevocable right, unlimited in time, space and content, and sub-licensable, to use the Production data. This includes in particular the right to access, process and store the anonymised Production data irrespective of where it is stored and beyond any end of the Connectivity Package in accordance with Appendix 1. In particular, the Customer agrees that KMHK and all companies of the KARL MAYER Group may
(a) access the Production data regardless of where it is stored (machine, k.ey device, Customer's network, myKM.ON, transmission paths);
(b) evaluate production data with algorithms and train machine learning models;
(c) use anonymised production data for advertising and marketing purposes;
(d) provide the production data to other companies in the KARL MAYER Group;
(e) provide KARL MAYER Group suppliers with Production data to the extent that their respective supplier products (components, software, etc.) are affected by the Production data.

3.3 The Customer also expressly grants the rights specified in paragraphs 3.1 and 3.2 to KM.ON GmbH, registered in the

Commercial Register of the Local Court of Frankfurt am Main under HRB 110267.

3.4 The Customer retains sole data sovereignty over the Excluded Data as well as the Production Data. The Customer is entitled to use the Production and Status Data itself in order to achieve the purposes of use described in these Connectivity-Terms-and-Conditions, subject to the following Connectivity-Terms-and-Conditions, insofar as the data is provided to it by KMHK. The Customer shall not transfer the data to any third party for independent use – in particular not to any competitor of KMHK. Excluded from this are third parties who offer data-base and data management and analysis solutions, are not in competition with KMHK and whose services are used by the Customer as part of its ordinary data management. The Customer may not extract and/or reuse content from myKM.ON and Solutions without KMHK's express written consent.

3.5 The servers used by the KARL MAYER Group are secured in accordance with the state of the art, particularly by firewalls. Each time KMHK uses cloud services for the fulfilment of these Connectivity-Terms-and-Conditions, it shall make sure, as far as reasonable, that the respective cloud services ensure they use servers which are protected according to the state of the art. KMHK may rely on statements regarding the safety and performance of the respective service providers and is not required to perform its own technical inspection. Applicable data protection law remains unaffected by these Connectivity-Terms-and-Conditions.

3.6 KMHK and the Customer acknowledge that, to the best of their knowledge, the Delivery Data transmitted within the scope of these Connectivity-Terms-and-Conditions (via myKM.ON or the k.ey device, for example) do not contain any personal data. Insofar as KMHK collects the Customer's personal data in the sense of Art. 4(1) GDPR (**"Personal Customer Data"**) in connection with the provision, operation, support and maintenance of the Solutions and myKM.ON, it does so on behalf of the Customer (cf. Art. 28 GDPR) in accordance with the provisions set forth in more detail in Appendix 2 Annex 1. With regard to Personal Customer Data, the Customer remains master of the data in the sense of data protection law. The Customer is responsible for the lawfulness of the processing of the Personal Customer Data in accordance with the order (cf. Art. 4(7) GDPR).

4. Information on Solutions and k.ey devices; Quality specifications; Product information and labelling

4.1 Product documents, illustrations, details of performance, weights and dimensions are as accurate as possible. Unless otherwise stated or agreed, these only represent approximate values and in particular do not constitute a statement of condition or a guarantee.

4.2 Any legally required labels (such as CE or WEEE labels) on or relating to the Solutions or k.ey devices, as well as batch numbers or other identification features, do not constitute quality specifications or guarantees vis-à-vis the Customer, but are affixed by KMHK on the basis of statutory provisions in compliance with KMHK's regulatory obligations.

4.3 The Customer shall read the associated product information carefully before using the Solutions and the k.ey devices and use the Solution and the k.ey devices with due care.

5. Liability; Limitation of liability; Statute of limitations

5.1 Unless these Connectivity-Terms-and-Conditions state otherwise, the liability provisions of this paragraph 5 shall apply.

5.2 KMHK is liable only for intent and gross negligence as well as for the breach of a material obligation, the compliance with which is essential for the implementation of these Connectivity-Terms-and-Conditions and on the compliance with which the Customer may rely (**"Cardinal Duty"**).

5.3 KMHK is not liable for subcontractors, as they do not act as vicarious agents.

5.4 If a Cardinal Duty is breached through ordinary negligence, the liability of KMHK is limited to damage that was foreseeable when the contract based on these Connectivity-Terms-and-Conditions was entered into and is typical of this type of contract.

5.5 KMHK is not liable for breaches through ordinary negligence of a secondary obligation that is not a Cardinal Duty.

5.6 KMHK is liable for initial impossibility only if it knew (or if not for gross negligence, should have known) of the impediment to performance, or if the initial impossibility signifies a breach of a Cardinal Duty.

5.7 KMHK is liable for defects that exist when the contract based on these Connectivity-Terms-and-Conditions is formed only if (i) it knew (or if not for gross negligence, should have known) about the defect or (ii) KMHK is responsible for the existence of the defect.

5.8 Insofar as the liability of KMHK is excluded or limited, the liability for culpability of that Party's representatives, employees and vicarious agents is also limited or excluded.

5.9 With the exception of claims in tort, the Customer's claims for damages for which KMHK's liability is limited pursuant to this paragraph 5 shall become time-barred after one (1) year calculated from the statutory commencement of the limitation period.

6. Service provision by the KARL MAYER Group; Transfer

6.1 In order to provide the Customer with the benefits of a single point of contact, KMHK is the Customer's contact partner with respect to the services to be rendered under contractual relationship based on these Connectivity-Terms-and-Conditions. Particularly regarding the provision of individual software components contained on the k.ey device and regarding the services included in the Connectivity Packages, however, KMHK cannot take action itself. Due to the structure and organisation of the KARL MAYER Group, individual companies of the KARL MAYER Group and/or suppliers of the KARL MAYER Group take action. The Customer therefore consents to the direct provision of services by companies of the KARL MAYER Group and by suppliers of the KARL MAYER Group.

6.2 KMHK may transfer the rights and obligations arising from the contractual relationships based on these Connectivity-Terms-and-Conditions to third parties (**"Transfer"**). The Customer may object to a Transfer if there are serious reasons opposing it. One serious reason is if the interests of the Customer are endangered by the Transfer to such an extent that it becomes unreasonable for the Customer to adhere to the aforementioned Connectivity-Terms-and-Conditions. A Transfer of KMHK to a company of the KARL MAYER Group is not a serious reason.

7. Applicable law; Arbitration paragraph; Severability paragraph; Singular and plural formulations; Amendments and written form

7.1 These Connectivity-Terms-and-Conditions and the contractual relationships based thereon shall be governed by the laws of Hong Kong

7.2 The registered office of KMHK as shown in the commercial register is the exclusive place of performance for all delivery and payment obligations.

7.3 All disputes arising out of or in connection with these Connectivity-Terms-and-Conditions, the contractual relationships based thereon or concerning their validity shall be finally settled in accordance with the Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC) under exclusion of the ordinary legal process. The arbitral tribunal shall consist of one (1) sole arbitrator for amounts in dispute up to and including EUR 400,000.00 and three (3) arbitrators for greater amounts in dispute. The place of arbitration is the registered office of KMHK as shown in the commercial register. The language of the proceedings shall be English. The applicable law in the matter shall be the law of Hong Kong to the exclusion of private international law and other conflict of law provisions.

7.4 KMHK may also bring actions at the registered office of the Customer or before any other court or panel having jurisdiction by law.

7.5 If any provision of these Connectivity-Terms-and-Conditions is or becomes invalid, unimplementable or unenforceable in whole or in part (**"Defective Provision"**), the validity and enforceability of the remaining provisions shall not be affected. Rather, the Parties undertake to replace the Defective Provision with a provision that comes as close as possible to what the Parties would have agreed in accordance with the meaning and purpose of these Connectivity-Terms-and-Conditions if they had recognised the defectiveness of the provision. If the defectiveness of a provision is based on ascertaining a certain level of performance or a certain point in time (deadline or fixed date), the provision shall be deemed to be agreed with that level or point in time which comes as close as the law allows to the original level or point in time. The same applies to any gap in these Connectivity-Terms-and-Conditions.

7.6 Terms and definitions in the singular include the corresponding definitions and terms in the plural and vice versa.

7.7 Individual agreements made in individual cases between the Customer and KMHK (including ancillary agreements to these Connectivity-Terms-and-Conditions) take precedence over these Connectivity-Terms-and-Conditions. For the content of such agreements, a written agreement or the written confirmation of KMHK is decisive – subject to proof to the contrary. All legally relevant declarations and notifications by the Customer in connection with these Connectivity-Terms-and-Conditions (e.g. setting of deadlines, notifications of defects, withdrawal, termination or reduction) must be made using the written form, i.e. in writing or text form (e.g. letter, e-mail, fax), unless another form is agreed in these Connectivity-Terms-and-Conditions, for example with regard to declarations via myKM.ON.

B.
Provision and maintenance of the k.ey device

8. Subject of these Connectivity-Terms-and-Conditions

8.1 This part of these Connectivity-Terms-and-Conditions governs the provision of the k.ey devices by KMHK and the obligations arising for the Parties in this context.

8.2 In order to use myKM.ON and to provide the Solutions in accordance with the Connectivity Packages, the Customer's machines must be connected to the internet via a k.ey device.

9. Hardware-related obligations and rights of KMHK within the scope of the transfer of the k.ey device

9.1 KMHK shall transfer the required number of k.ey devices to the Customer, who will not be required to pay a fee for this. KMHK shall provide the software belonging to the k.ey device on a loan basis in accordance with the clause 10.

9.2 KMHK shall at its own dutiful discretion determine the number of k.ey devices required by the Customer. The number regularly depends on the number, type and use of the Networkable Machines.

9.3 KMHK may exchange k.ey devices for newer versions or another comparable product during the term of Connectivity Package according to Appendix 1. KMHK will announce an exchange with reasonable notice (one (1) week). The Customer shall grant KMHK access to the affected machines and k.ey devices during the Customer's normal business hours with reasonable notice.

10. Software-related obligations and rights of KMHK within the scope of the transfer of the k.ey device

10.1 KMHK shall provide the Customer with the software belonging to the k.ey device on loan on the k.ey device for the term of the Connectivity Packages according to **Appendix 1.**

10.2 KMHK shall grant the Customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the Connectivity Packages according to **Appendix 1** and in place to the installation site of the machines to be networked via k.ey device, to use the Software to achieve the purpose of these Connectivity-Terms-and-Conditions.

10.3 KMHK is entitled to make changes and adjustments to the software as well as to replace individual (software) components both by means of remote maintenance access and by replacing the k.ey device, in particular,
(a) insofar as KMHK and/or a company of the KARL MAYER Group is obliged to do so on the basis of its own licence and/ or contractual software agreements;
(b) if such modification or adaptation is necessary for the maintenance of the software in accordance with the state of the art; or
(c) a further development, improvement, upgrade or new release status of the software or individual (software) components is available.

11. Obligations of the Customer within the scope of the provision and maintenance of the k.ey device

11.1 The Customer shall accept the k.ey devices provided in accordance with paragraph 9.1 and put them into operation promptly.

11.2 The Customer shall handle and operate the k.ey devices provided in accordance with paragraph 9.1 carefully and in accordance with the instructions of KMHK, with the Customer's normal diligence, but at least with the diligence of a prudent merchant.

11.3 If the Customer does not comply with the standard of care set out in paragraph 11.2, it shall bear the expenses incurred by KMHK for inspecting a k.ey device (and the costs for a new k.ey device, if the Customer requests one).

12. No warranty extension through surrender of the k.ey device; Liability

12.1 The delivery of the k.ey device shall not affect any warranty claims still existing at the time of commissioning of the k.ey device from the separately concluded purchase contract(s)

for the machine(s), the scope of delivery of which also included the previous gateway, which is replaced by the k.ey device, and shall also not establish any new warranty claims for the machine. The foregoing shall apply mutatis mutandis to contracts of sale of the individual gateway which have not included delivery of machinery.

12.2 Notwithstanding paragraph 5, the following liability and warranty provisions shall apply to the transfer of k.ey devices:

(a) KMHK is responsible only for intent and gross negligence.

(b) KMHK is not required to pay interest on arrears.

(c) KMHK is liable only for material defects and defects of title that KMHK has fraudulently concealed from the Customer.

(d) Warranty claims with regard to the k.ey device shall become time-barred one year after the date of commissioning of the k.ey device, but not later than the expiry of the eighteenth (18th) month after delivery of the k.ey device to the Customer's place of business.

C.
Connectivity Packages

13. Object of the Connectivity Packages

13.1 The object of the Connectivity Packages is one, several or various Solutions that the Customer can access via the associated myKM.ON with the help of an internet-enabled smartphone or computer.

13.2 The content and scope of the Connectivity Packages, such as the Solutions included, are set out in **Appendix 1** to these Connectivity-Terms-and-Conditions. Support and maintenance contracts to be concluded separately with regard to the machines with respect to any hardware components are not included in the Connectivity Packages and not the object of the Solutions; these are governed by the purchase or service contract for the Machines or hardware components.

14. Customer obligations

14.1 Within the scope of the contractual relationship based on these Connectivity-Terms-and-Conditions, the Customer shall be responsible for providing all necessary information as well as for providing and maintaining the hardware and network environment as well as the necessary system environment; it shall oblige its users accordingly. The hardware and network environment requirements are set out in **Appendix 1** *Annex C,* unless otherwise specified in these Connectivity-Terms-and-Conditions. For the installation and maintenance of the k.ey devices, the Customer shall grant KMHK access to the installation site of the k.ey devices during normal business hours after giving reasonable advance notice.

14.2 If the Customer does not fully comply with his obligations to cooperate, KMHK will not be required to meet its performance obligations affected by this until the Customer has duly fulfilled its obligations to cooperate, provided that the fulfilment of the obligations to cooperate is significant for the services owed by KMHK. If KMHK incurs additional expenses due to a breach of the Customer's duty to cooperate, the User must reimburse these expenses.

15. Obligations of KMHK

15.1 KMHK shall provide and maintain the Connectivity Packages described in **Appendix 1** with the content and scope defined therein and to maintain it in case of or to prevent malfunctions.

16. Default in payment; Setoff; Right of retention

16.1 During the default of payment of the Customer, KMHK is entitled to claim the statutory default interest in the amount of currently nine (9) percentage points above the respective base interest rate as well as the statutory default lump sum in the amount of currently EUR 40,00. KMHK reserves the right to claim higher damages for delay.

16.2 The Customer may set off his liabilities only against a counterclaim that has become res judicata, is ready for a decision, or is uncontested.

16.3 The Customer may assert a right of retention only insofar as his counterclaim has become res judicata, ready for a decision, or uncontested, and is based on the same contractual relationship.

17. Delivery time; Force majeure; Reservation of self-delivery; Early or partial deliveries; Amendments

17.1 KMHK must confirm delivery and provision deadlines in writing in order for them to be binding. Delivery and provision periods shall commence on the date of the order confirmation, but not before complete clarification of all details of the order and not before timely fulfilment of the contractual obligations of the Customer, in particular with regard to the hardware and network environment to be provided by the Customer.

17.2 If KMHK is in default with the delivery or provision, the Customer must grant KMHK a reasonable period of grace, which may not be less than two (2) weeks. Only after this grace period expires to no avail is the Customer entitled to withdraw from or terminate the Connectivity Packages according to Appendix 1.

17.3 Force majeure (including without limitation strikes, pandemics, and epidemics) that prevents KMHK from delivering or providing through no fault of its own will result in an extension of the relevant delivery or provision period for as long as this circumstance persists. If a delivery becomes unreasonable due to these circumstances, KMHK may terminate the Connectivity Packages according to Appendix 1.

17.4 If KMHK does not receive its own deliveries or does not receive them on time, it will not be deemed in default unless the situation is its own fault. If it is certain that KMHK has not been supplied with the solutions it has ordered or with the supplier products and services required for the production or provision of the Solutions, despite the conclusion of a congruent covering transaction, for reasons for which it is not responsible, KMHK may terminate the individual contract of the Connectivity Package according to Appendix 1. Any statutory rights of withdrawal and termination shall remain unaffected.

17.5 Early or partial deliveries are permissible unless they are unreasonable for the Customer.

18. Notice of defects; Claims for defects; No right of withdrawal; Use of the Remote Service Connection

18.1 Notwithstanding paragraph 5, the following provisions of this paragraph shall apply to the Solutions to be provided under the Connectivity Packages.

18.2 The Customer shall inspect the k.ey devices and Solutions immediately after delivery or provision and – if provided for in the individual case – test them. The k.ey devices and the Solutions shall be deemed to have been approved by the Customer if the Customer has not notified KMHK of a defect (i) in the case of obvious defects without undue delay, but at the latest within seven (7) calendar days after delivery or provision of the Solution to the Customer or (ii) in the case of hidden

defects also without undue delay, but at the latest within ten (10) calendar days after discovery of the defect.

18.3 If these Connectivity-Terms-and-Conditions oblige KMHK to provide or transfer a service or a god temporarily, and a defect arises during the term of the contract on the Connectivity Package according to Appendix 1, the Customer shall notify KMHK of the defect within seven (7) calendar days after it arises.

18.4 The Customer must describe defects in detail so that KMHK is able to identify and remedy the defect.

18.5 With these Connectivity-Terms-and-Conditions, the Customer and KMHK are driving forward the digitalisation of the industry. The Customer will notify KMHK of a defect exclusively by using the Remote Service Connection. For this purpose, the Customer shall comply with the process set out in Appendix 1 for making warranty claims and for other maintenance requests. The Customer shall use this process for all defects and regarding all support or maintenance requests with regard to the Solutions, the k.ey devices and the Networked Machines.

18.6 If there is actually a defect and the Customer gives notice of this defect in due form and time in accordance with paragraphs 18.2 to 18.5, KMHK is initially obliged, at its own discretion, to rectify the defect or to deliver or provide a defect-free Solution (subsequent performance).

18.7 If KMHK takes action on the basis of a notice of defect without a defect having existed, the Customer shall compensate KMHK separately for the expenditure incurred.

18.8 The Customer is entitled to claims for damages due to defects only insofar as the liability of KMHK is not excluded or limited in accordance with paragraphs 18.1 to 18.7.

18.9 The provisions of this paragraph 18 do not affect claims for defects which KMHK has fraudulently concealed or which are covered by a guarantee of quality or durability.

List of Appendices and Annexes

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Appendix 1:
Content and scope of the Connectivity Packages

Summary Framework Connectivity Packages

Costs	SERVICE-PACKAGE-Connectivity 2.0-N for mechanical machines (N-drive) EUR 15,–/MC per month EUR 180,–/MC per year SERVICE PACKAGE-Connectivity 2.0-EL, EN, JQ for electronic machines (EL, EN drive) or machine with jacquard EUR 40,–/MC per month EUR 480,–/MC per year SERVICE PACKAGE-Connectivity by 2.0-ON for electronic machines (ON drive) EUR 60,–/MC per month EUR 720,–/MC per year
Term of the Connectivity Package according to Appendix 1	Beginning with registration of the machines on myKM.ON for the Connectivity Packages, but no later than three (3) months after conclusion of the contract. The contract will renew tacitly for twelve (12) months each time if no notice of termination is given.
Termination of the Connectivity Package according to Appendix 1	The contract may be terminated through ordinary termination at the end of any month with three (3) months' notice. Extraordinary termination without prejudice.
Invoicing	Per twelve (12) months (**"Accounting Year"**) (12 months).
Payment	Commerzbank AG, Frankfurt am Main ACCOUNT No. 400 4409884 IBAN DE48 5054 0028 0440 9884 00 SWIFT COBADEFFXXX Deutsche Bank AG, Hong Kong Branch, Hong Kong ACCOUNT No. 000-4564-01-8 SWIFT DEUTHKHHXXX Payments in the final year by cash in advance, in the further Accounting Years annually after invoicing and due date stipulated there by KMHK at the beginning of the Accounting Year; the timely receipt of payment into the account of KMHK is decisive.
Price adjustments	KMHK may notify the Customer of price adjustments four (4) weeks before the expiry of the ordinary notice period. If the Customer makes no response, the price adjustment shall be deemed to have been approved by the Customer. KMHK will point out this approval by default in the price adjustment letter. If the producer price index determined by the Federal Statistical Office in Wiesbaden for Germany (basis 2015 = 100) changes by more than ten (10) per cent compared to the level in the first month of the closing year, the costs per Networked Machine according to this table shall automatically change, without the need for a request, by seventy (70) per cent of the index change that has occurred. The price changes from the beginning of the next month following the first attainment of the percentage change, for the first time at the beginning of the first Accounting Year. If the price change leads to a short or over payment by the Customer, KMHK will settle this by invoice. The right of KMHK to terminate the contract due to changes remains unaffected.
Components of the Connectivity Packages	k.ey device(s), if required, see paragraph 9 of these Connectivity-Terms-and-Conditions. SaaS solution Dashboard, in accordance with paragraph 1 of this Appendix 1. Remote Service Connection, in accordance with paragraph 2 of this Appendix 1. Remote Set-Up and Installation Support for Connectivity, in accordance with paragraph 3 of this Appendix 1.
Hardware requirements, network requirements, and necessary system environment	*Annex C*

1.   SaaS Solution Dashboard

Specifications for the content and scope of the Dashboard Software-as-a-Service Solution are set out in *Annex A* to this Appendix 1. Service Level Specifications relating to the Dashboard are set out in *Annex D* to this Appendix 1. Services under the Service Level Agreement set out in *Annex D* to this Appendix 1 shall be provided by KM.ON GmbH.

2.   Remote Service Connection

2.1   The Customer shall follow the following process when making warranty claims and otherwise requesting maintenance:
- *Step 1:* The Customer triggers a service request with KMHK via myKM.ON. There is a "Remote Service" button on myKM.ON for this purpose. After its activation, the Customer is shown all the Machines for which it has entered into a Connectivity Packages.
- *Step 2:* The Customer generates a ticket at KMHK and confirms the permission of the companies of the KARL MAYER Group for remote access with regard to the Networked Machines concerned.
- *Step 3:* The Customer accepts the feedback from the service-providing unit of a company of the KARL MAYER Group. Service Level Specifications relating to the Dashboard are set out in *Annex D* to this Appendix 1.

2.2   The access authorisation regarding Networked Machines within the scope of remote access is not limited to KMHK. The Customer grants access to its Networked Machines to each company of the KARL MAYER Group and, to the extent necessary, to its suppliers, if any. This access authorisation is a necessary prerequisite for the respective company of the KARL MAYER Group to be able to fulfil warranty claims or maintenance orders requested by the Customer.

2.3   The Remote Service Connection does not include any trouble-shooting/maintenance or repair service by KMHK, but creates the prerequisite for a company of the KARL MAYER Group to be able to provide the Customer with the services contractually owed by other contracts that may have to be concluded (e.g. remote instructions for troubleshooting within the scope of the warranty or outside of the warranty (separate service subject to a charge).

3.   Remote Set-Up and Installation Support for Connectivity

3.1   KMHK provides remote support for networking the Networkable Machines for which the Connectivity Packages exists. KMHK will instruct the Customer remotely on how the Customer can establish a connection of the k.ey device with the machines to be networked and myKM.ON. Included in Remote Set-Up and Installation Support for Connectivity is support by phone, email or chat (Microsoft Teams) from service representatives. KMHK is not responsible for any connections through remote access to the Networkable Machines concerned.

3.2   In order for a company in the KARL MAYER Group to provide the service described in paragraph 3.1 of this Appendix 1, KMHK and the Customer will arrange an appointment. KMHK shall respond to the Customer's appointment request within one (1) working day (by e-mail / telephone).

Annex A:

Product data sheet; k.management; Dashboard

Preliminary remarks: What follows is an abstract scope of services for the "Dashboard" Solution, which belongs to the k.management. Whether the Solution described herein are available to the Customer shall be determined by the specific agreements on the content and scope of the Connectivity Packages in **Appendix 1** to these Connectivity-Terms-and-Conditions.

1. Dashboard – Overview

1.1 Dashboard is a cloud-based k.management Solution within myKM.ON for the Machine Data visualisation (**"Dashboard"**).

1.2 Access to the Dashboard is browser-based via login through myKM.ON.

1.3 In principle, processed machine data from Networkable Machines can be displayed. Details of the hardware requirements and network requirements are set out in *Annex C* to these Connectivity-Terms-and-Conditions. On the landing page of the dashboard, all Networkable Machines that the customer has networked via the k.ey device (the **"Networked Machines"**) are displayed as an overview (the **"Overview Page"**).

1.4 The Dashboard is available for Warp Knitting KAMCOS 1 and KAMCOS 2 systems. To the extent that functionalities differ with respect to individual Networked Machines, such differences shall also result from the specifications in paragraph 2 of this *Annex A.*

2. Specification and description of the Dashboard

Where a Machine is covered by this paragraph, the Dashboard shall include the following functions:

2.1 Overview of all Networked Machines
In Dashboard, the Overview Page displays the following machine information of all Networked Machines as live data at the respective Networked Machine:
• Machine name as stored in the respective KAMCOS system;
• Machine status (running, stopped, or offline);
• Remaining time until the source material is completely processed;
• Remaining time until completion of the piece currently in production;
• Number of stops during the production of the current piece;
• Percentage information on the running time of the respective Machine in production operation in the last 24 hours (rolling: e.g. 11.01. 15:00 until 12.01. 14:59).

2.2 Filter function
Using the filter function "Machine status (running, stopped, or offline)", the Networked Machines can be filtered accordingly on the Overview Page. It is also possible to filter individual Networked Machines on the Overview Page by entering the machine name or the serial number of the respective Networked Machines.

2.3 Sorting functions
The Customer can sort all Networked Machines on the Overview Page by "Machine name A–Z", "Next Beam Swap", "Production Remaining Time", "Next Upcoming Action", "Stops Current Piece", "Running / 24h" and "Status".

2.4 Individual evaluation of the live data of a Networked Machine
By clicking on a specific Networked Machine on the Overview Page, the following further information on the specific Networked Machine can be called up as live data:
• Information on the Networked Machine itself (machine type, serial number, total operating hours and version of the KAMCOS system);

• Production output for the piece currently in production (in length / time unit);
• Current speed of the Networked Machine in production (in revolutions / time unit);
• Selected information about the Customer's order currently being produced on the Networked Machine (e.g. Customer's article and order number; number of pieces per order). The prerequisite is that this information has been entered in the respective KAMCOS system beforehand, whereby there may be restrictions depending on the KAMCOS system (e.g. order data not possible with KAMCOS 1);
• Information on the warp beams of the respective Networked Machine;
• Information on goods take-off and roll-up.

2.5 Statistics function
In addition, it is possible to retroactively evaluate historical production data of the concrete Networked Machine (the **"Statistics Function"**). The Statistics Function contains a historical overview of the "Machine status (running, stopped, or offline)" of the respective Networked Machine, whereby the following time periods can be selected:
• Last 1 h;
• Last 8 h;
• Last 24 h;
• Last Week;
• Customized.

Annex B:

Product data sheet: CORE Lite

Preliminary remarks: What follows is an abstract scope of services for the "CORE Lite" Solution. Whether the Solution described herein are available to the customer shall be determined by the specific agreements on the content and scope of the KMHK Connectivity Packages.

1. CORE Lite – Overview

1.1 Core Lite is a cloud-based Solution for creating, importing and editing patterns for use on KAMCOS machines.

1.2 Access to the CORE Lite is browser-based via login through the customer portal my KM.ON

1.3 By default CORE Lite can be used to created patterns for KAMCOS2 CONNECT machines. Additionally download of .kmo files for supported KAMCOS1 machines is possible upon request.

2. Specification and description of CORE Lite

CORE Lite includes the following functions:

2.1 Overview of all available patterns inside the KM-Cloud
The Overview Page displays all patterns with the following information:
• Machine type name as stored in the respective KAMCOS system;
• Gauge of the pattern
• Length of the pattern
• Last change in CORE Lite
• "Last release" to the KM-Cloud
• "MC Download" last time a pattern is downloaded to a machine

2.2 Filter function
By using the filter function "Name", "Machine type", "Gauge" or "Length", the available patterns can be filtered accordingly on the Overview Page.

2.3 Sorting functions
Available patterns can be sorted on the Overview Page by "Name", "Machine Type", "Gauge", "Length", "Last change", "Last release", "MC Download".

2.4 Creating new patterns
- Using the "New Article" button, a new pattern for an available machine type can be created. Name, Length, Machine Type and Machine Gauge must be specified.
- Using the "Upload" button, an existing ".kmo" or ".mc" file can be uploaded to CORE Lite and will create a new pattern. If the machine type included in the ".kmo"-/ ".mc"-file is not available to the customer, a matching machine type must be selected.
- Existing patterns can be duplicated using the "Duplicate" symbol.

2.5 Deleting patterns
Patterns can be deleted by clicking on the "Trash can". This will delete the pattern in the KM-Cloud too, if previously released.

2.6 Editing patterns
Patterns can be edited by clicking on the name of the pattern. Editing functionalities include:
- Lapping values
- Length of the pattern
- Machine type
- Machine gauge
- Up to 5 repeat layers for chainlinks
- Duplicating repeats or chainlinks
- Copy/Paste of repeats or chainlinks
- Deleting of repeats or chainlinks
- "Mirror" function – create the reversed lapping of a bar
- Third chainlink for supported machines
- Correction factors for supported machines
- Offset
- Align all bars (using "Jump" or double click)
- "Expand" view area of chainlinks and lapping drawing by hiding UI elements
- Validation of entered lapping data against the mechanical configuration of the machine.
- The "status" icon will show if the pattern is invalid ("red"), contains warning ("yellow") or neither. More information is available by clicking on the status icon.
- Information window about the recommended maximal "Chainlink", "Shog" and "Overlap" values for each bar, as well as the possible mechanical maximum values.
- "Settings": By clicking on the gear icon inside a pattern, the following editing features are accessible:
  – Creating Takeup values
  – Creating RunIn values
  – Editing Takeup values
  – Editing RunIn values
  – Sequential creation and editing of these values is available for supported machine types
  – Importing Takeup and RunIn values from a specific machine
  – Overriding the stored TakeUp and RunIn values inside the KM-Cloud for a specific machine or default values.
  – Adding a written comment to the pattern

2.7 Lapping diagram
Inside a pattern, a simple lapping diagram can be displayed by clicking on the small yarn icon on the right side. This will show one thread for each bar.
Display of threads can be turned off and on for each bar individually. Double clicking on a needle will align all bars to this position. Inside the lapping drawing navigation is possible using drag-features, the "JUMP" feature and the "+", "-", and "Home" button.

2.8 Help and documentation
A help feature is available inside a pattern by clicking on the green "?" in the top right corner. This will show help texts for individual elements of the UI. A free online training course is available from the KARL MAYER academy.

2.9 Releasing patterns to the KM-Cloud
By clicking the small arrow symbol, located on the Overview page and inside each pattern, the pattern be transferred to the KM-Cloud. The pattern can be sent to all machines or only specific machines, selected by KM serial numbers.

Annex C:
Hardware requirements, network requirements, and necessary system environment

1. **k.ey device**
myKM.ON requires a properly connected and functioning k.ey device in order to interact with Networkable Machines.
To the k.ey device:
(a) Technical data k.ey device:
  (i) Dimensions and weight:
      Dimension: 180 x 134 x 50 mm
      Weight: approx. 1.0 kg
  (ii) Operating conditions:
      The installation site of the k.ey device must be chosen so that it is operated under IT conditions.
      This particularly concerns the following requirements:
      Operating temperature: 0–40 degrees Celsius;
      Relative humidity: 10–90% at 39 degrees Celsius (non-condensing).
(b) Network requirements
The trouble-free operation of the k.ey device requires that the Customer maintain the following minimum requirements on site continuously (24/7) and provide the hardware components required for this purpose, which are not included in the scope of delivery of the k.ey device, at its own expense.
  (i) General requirements (LAN and WLAN):
  - CAT-5e cable (or higher category);
  - Machine network (LAN), Ethernet recommendation, WiFi optional;
  - Internet router / internet connection;
  - Configure the firewall to reach the required hosts/ports. The software required for this is currently available in the Quick Start Guide;
  - DNS server;
  - IP address range (LAN and WLAN);
  - Recommended: Static IP address assignment for k.ey device and Machines to be networked.
  (ii) Special requirements:
  Depending on the type of networking chosen, the Customer must also meet the following requirements.
    (A) Networking via LAN connection (recommended by KARL MAYER):
    - Access to the internet via LAN 1 (WITH network separation) or LAN 3 (WITHOUT network separation) in the k.ey device permanent access to the internet via LAN 3;
    - Access to the Machine network via LAN 1 (with network separation) or LAN 3 (without network separation);

- Unrestricted internet access of the k.ey device with a bandwidth of at least 10 Mbit/s.
- Network cable:
  - LAN cable from machines to switch;
  - LAN cable between switch and k.ey device;
  - LAN cable from the k.ey device to the internet router.
- Other hardware:
  - If necessary, LAN adapter (for KAMCOS 1 machines, for example).

(B) Networking via WLAN connection
- Access to the internet via LAN 1 (WITH network separation) or LAN 3 (WITHOUT network separation) in the k.ey device.
- Unrestricted internet access of the k.ey device with a bandwidth of at least 10 Mbit/s.
- Network cable:
  - LAN cable between WLAN antenna and switch;
  - LAN cable between switch and k.ey device;
  - LAN cable from the k.ey device to the internet router.
- Wifi equipment:
  - WLAN antenna/s (WLAN access point).
- Other hardware:
  - If necessary, WLAN antenna for KAMCOS 1 & KAMCOS 2 Machines (local on the Machine).

(c) Software

As delivered, the k.ey device is equipped with a Linux operating system and pre-installed basic software to ensure operation and maintenance of the k.ey device. The provisions of paragraph 10 of these Connectivity-Terms-and-Conditions shall apply to the software, in particular its transfer.

(d) Electrical equipment:
- Power supply unit: 110 V /230 V
- Supply input: 100–240 VAC
- Frequency of supply: 50 Hz / 60 Hz
- DC output: 24 VDC

(e) Interfaces:
- 1 x HDMI / 1 DP (Display Port)
- 4 x USB 3.0
- 2 x RJ 45 (10/100/1000)
- 1 x RJ 45 (Support)

(f) Initial commissioning of the k.ey device

For the initial commissioning of the k.ey device, a one-time registration with the personal company email address of an employee of the customer on myKM.ON of KM.ON GmbH is necessary (currently accessible at https://go.kmon.net or for PRC https://go.kmon.net.cn). The corresponding processing of Personal Customer Data is carried out on behalf of the Customer (see Art. 28 GDPR) in accordance with **Appendix 2**. Only after this registration is it possible to onboard the k.ey device itself and to access the Quick Start Guide (currently available at https://go.kmon.net/key/quicstartguide) for instructions on commissioning the k.ey device. The Quick Start Guide also contains suggestions for setting up the network environment to be created by the Customer as well as the URLs and ports to be released by the Customer.

For the onboarding process, the Customer needs, in addition to the network requirements to be created by the Customer: a laptop and a LAN cable with RJ 45 connector.

General information on the k.ey device can be found at https://www.karlmayer.com/de/key/.

2. Customer terminal

The Customer requires a commercially available mobile or stationary device to access myKM.ON and/or Networked Machines (such as a smartphone, laptop with active W-LAN and internet connection) (**"End Device"**).

3. Hardware requirements and network requirements related to the Machine and Connectivity Packages, as well as the necessary system environment

The basic prerequisite for using Solutions is the existence of a Networkable Machine. Furthermore, depending on the Solutions included in the respective Connectivity Packages, they have different requirements.

3.1 Networkable Machine

The following Machines can be networked in principle:
- Warp knitting machines of the KARL MAYER Group, provided they are operated with the operating system KAMCOS 1 (all versions) or KAMCOS 2 (from version V3.9.0.263).
- Possible for warp knitting machines with the KAMCOS 1 operating system (from version V1.4.0.87), whereby additional hardware components may have to be purchased in advance by the Customer [adapter or WiFi antennas (per Machine potentially to be networked)]. In addition, the Customer may have to commission a KM service technician to carry out any necessary software updates (when operating with a WiFi antenna), for which a charge will be made.
- In the case of warp knitting machines with an older KAMCOS 1 operating system, clarify in advance with KMHK whether and under what conditions networking of the Machine is possible.
- For all other machines of the KARL MAYER group of companies as well as machines from third-party manufacturers, it must be clarified in advance with KMHK whether and under what conditions networking of the respective machines is possible.

3.2 Dashboard

The requirements for the k.ey device according to paragraph 1 of this Annex C apply.

3.3 Remote Set-Up and Installation Support for Connectivity:

The requirements for the k.ey device according to paragraph 1 of this Annex C apply.

Annex D:

Service Level Agreement – Dashboard and Remote Services

1. Scope of this Service Level Agreement – Dashboard; Relationship to the further Agreements and Conditions

1.1 This SLA contains specifications on the availability of the Services provided by KMHK via myKM.ON of KM.ON GmbH, on the performance of Maintenance Work, the Remote Services and the Incident Management.

1.2 This SLA applies exclusively to the Service made available to the Customer for productive use and not to non-productive, free and/or test versions of the Service and the integration or test systems with unreleased functions.

1.3 All obligations of KMHK in this SLA apply only to the Service provided to the Customer at the transfer point. KMHK is not responsible for the data transmission from the transfer point to the Customer and/or in the area of the Customer's IT system.

1.4 In the event of any conflict between this SLA and the Connectivity-Terms-and-Conditions, the provisions of the Connectivity-Terms-and-Conditions shall prevail.

2. Definitions

2.1 Besides the definitions in the Connectivity-Terms-and-Conditions, the definitions set out in this paragraph shall apply for the purposes of this SLA. In the event of any inconsistency between the definitions in this SLA and the definitions in the Connectivity-Terms-and-Conditions, the definitions in the Connectivity-Terms-and-Conditions shall prevail.

2.2 **"Downtime"** means the total number of hours during which the essential functions of the Service, as defined in the contract, are not available during the system term.

2.3 **"Dashboard"** as *defined* in Appendix 1 Annex A.

2.4 **"Incident Management"** refers to the processing of Faults.

2.5 **"Response Time"** is the time period in which KMHK starts to process a Fault reported by the Customer.

2.6 **"Remote Services"** as defined in Appendix 1, Annex 2.

2.7 **"Service"** is the umbrella term for the Dashboard *and the Remote Services, unless one of the two Services is explicitly addressed in this SLA.*

2.8 **"Service Provision Time"** as defined in paragraph 3.1 of this Annex.

2.9 **"SLA"** This Service Level Agreement

2.10 **"Fault"** means any impairment of the Service, such as Downtime, errors or quality degradation.

2.11 **"Transfer Point"** Regarding the Dashboard: Point at which the data transfer from myKM.ON to the Customer's system takes place. Regarding Remote Services: Point at which the Remote Service leaves the network of KMHK or the company providing the Remote Service.

2.12 **"Availability"** means that the Customer can perform and use the essential functions of the Service at the Transfer Point. The Service is also available if the Customer can use the essential functions of the Service by means of a work-around provided by KMHK at the Transfer Point.

2.13 **"Maintenance Work"** refers to all maintenance activities required to keep the Service running, troubleshoot the Service, back up data and/or activities required to improve, enhance or renew functionality to ensure that the Service can be used in accordance with the Connectivity-Terms-and-Conditions.

3. Availability

3.1 3.1 KMHK owes the agreed availability of the Service at the Transfer Point. The agreed availability is 96% per month based on a provision time of 24 hours per day and 365 days per year with respect to the Dashboard and with respect to the Remote Services as agreed in paragraph 4.1 of this SLA (each the **"Service Provision Time"**).

3.2 KMHK is not obliged to make the Service available for use by the Customer during planned Maintenance Work in the Service Provision Time in accordance with paragraph 6 of this SLA. If the Service is available during scheduled Maintenance Work pursuant to paragraph 6, use of the Service shall be at the Customer's own risk. The Customer acknowledges that the use of the Service may be limited in terms of functionality or performance during scheduled Maintenance Work and/or that the Service may be shut down or restarted without further notice. If the Service is provided during scheduled Maintenance Work and there is a reduction in the functionality of the Service or a reduction in availability, the Customer shall not be entitled to any warranty or compensation.

3.3 The availability of the Service is calculated as a percentage of time over the course of a calendar month during the Service Provision Time.

3.4 When calculating the actual availabilities, Downtimes that cannot be attributed to KMHK are considered as available times. These harmless Downtimes are:
(a) Downtime due to planned or unplanned Maintenance Work in accordance with paragraph 6;
(b) Downtime due to Maintenance Work agreed in advance with the Customer;
(c) Downtimes due to operational disruptions caused by an event of force majeure or other unavoidable events outside the sphere of influence of KMHK and which could not be averted with reasonable effort and which could not be foreseen even with careful application, which make the obligations of KMHK under this SLA considerably more difficult or impossible in whole or in part, such as epidemics, pandemics, strikes, lockouts, extraordinary weather conditions, power failures, operational or traffic disruptions and transport hindrances, and which release KMHK from its obligations under this SLA for the duration of such event;
(d) Downtimes due to virus or hacker attacks, insofar as KMHK has not taken the agreed protective measures or, in the absence of an agreement, the usual protective measures;
(e) Downtimes due to a malfunction caused by the Customer;
(f) Downtimes due to software errors in the Customer's applications or due to errors in the system and system-related software triggered by the Customer's applications or data;
(g) Downtimes caused by Faults in the Customer's hardware, with the exception of Faults in the k.ey device or in the Networked Machine;
(h) Downtimes caused by third parties (persons not attributable to KMHK).

3.5 The Customer must notify KMHK of any impairment of the availability of the Service.

4. Remote Services

4.1 The Service Provision Time of the Remote Services, which depends on the location of the Networked Machine, is shown in the following table:

	Asia (without People's Republic of China and Japan)	People's Republic of China	Japan	Rest of the world
Days	Monday – Saturday	Monday – Saturday	Monday – Saturday	Monday – Friday
Operating hours	07:00–20:00 (GMT+8)	07:00–22:00 (GMT+8)	07:00–18:00 (GMT+9)	07:00–17:00 (MEZ)
Language	English	English / Chinese	English	English

4.2 Support includes a service desk for Customer incident reports through tickets and emails via connectivity-support@karlmayer.com

5. Incident Management

5.1 Incident Management includes all activities between the Customer and KMHK in connection with the notification and management of Faults until their resolution.

5.2 The following Fault Classes apply:
(a) Faults within the Service are assigned to one of the following Fault Classes, which determine the target Response Time.

Fault Class	Description	Response Time
1 Critical	A Fault is allocated to Fault Class 1 if use of the Service or essential parts thereof is completely unavailable or severely restricted (due to malfunctions, incorrect work results or response times, for example).	<12h during the Service Provision Time of the Remote Services
2 Essential	A Fault is allocated to Fault Class 2 if use of the Service or essential functionalities is restricted (due to malfunctions, incorrect work results or long response times, for example).	<12h during the Service Provision Time of the Remote Services
3 Insignificant	A Fault is allocated to Fault Class 3 if _ insignificant functionalities of the Service are impaired, such as "nice to have" functionalities or flaws that do not impair the use of the Service.	<18h during the Service Provision Time of the Remote Services
4 Low	A Fault is allocated to Fault Class 4 if use of the Service is not restricted at all (if the Customer asks questions or requests improvements, for example).	<24h during the Service Provision Time of the Remote Services

(b) KMHK shall prioritise and classify Faults at its own discretion, taking into account the aforementioned definitions.

5.3 Incident Management Process

(a) The Customer must inform KMHK immediately of any Faults via myKM.ON, email, or ticket system (depending on which option KMHK offers the Customer).

(b) The Customer shall ensure that the notification of a Fault contains the following required information:

(i) Name of the user account and Networked Machines concerned as well as the Service;

(ii) Detailed description of the Fault so it can be reproduced;

(iii) Date and time when the Fault occurred;

(iv) Which troubleshooting measures have already been carried out by the Customer and what behaviour has been shown as a result of the Customer's troubleshooting measures.

(c) As soon as the Customer has provided KMHK with all the necessary information, the solution process begins. KMHK will then provide the Customer with an initial response within the Response Times specified in paragraph 5.2. KMHK will inform the Customer about the elimination of the Fault. Faults are processed during the Service Provision Time of the Remote Services.

6. Maintenance Work

1.1 KMHK may interrupt the provision of the Service for Maintenance Work.

1.2 KMHK shall schedule Maintenance Work in such a way that the Customer's use of the Service is affected as little as possible.

1.3 KMHK shall notify the Customer of planned Maintenance Work in myKM.ON at least five calendar days in advance.

1.4 KMHK may perform unscheduled maintenance of the Service for an important reason (if the Service operation is endangered, for example). This includes without limitation emergency changes, such as the installation of security patches, which are necessary to secure and maintain operations and require immediate implementation. KMHK shall notify the Customer of such unscheduled Maintenance Work without delay and carry it out in such a way that disruptions to the operating process are kept to a minimum.

Appendix 2:
Data Processing Agreement for the Connectivity Terms and Conditions (Art. 28 GDPR)

1. Definitions, starting point and ranking

1.1 The definitions in the Connectivity Terms and Conditions shall apply mutatis mutandis to this Appendix 2 (including the Annexes), subject to the following variation: The Customer is also referred to as the **"Client"** and KMHK is also referred to as the **"Contractor"**. The Connectivity Terms and Conditions are referred to as the **"Main Contract"**.

1.2 The provision of services in the form of the provision, operation, support and maintenance of the Solutions and myKM.ON in accordance with the provisions of the Main Contract requires the processing of personal data of the Customer within the meaning of Art. 4(1) GDPR (**"Personal Customer Data"**). This Appendix 2 (**"Commissioned Data Processing"**) sets out, as an agreement on commissioned processing pursuant to Art. 28 GDPR between the Parties, the data protection obligations of the Customer (as the controller within the meaning of Art. 4(7) GDPR) and KMHK (as a processor within the meaning of Art. 4(8) GDPR) resulting from the processing of Personal Customer Data in the context of the contractual provision and use of the Solutions and myKM.ON (**"Data Processing"**). As the controller, the Customer is solely responsible for the lawfulness of the disclosure of Personal Customer Data to KMHK as well as the lawfulness of the Data Processing.

1.3 If there is any inconsistency or ambiguity between a provision contained in the main body of this Commissioned Data Processing and a provision contained in its appendices, the provision contained in the main body shall prevail. If there are contradictions or ambiguities between provisions of this Commissioned Data Processing and provisions of the Main Contract, the provisions of this Commissioned Data Processing shall take precedence as far as data protection matters are concerned. If there is any inconsistency or ambiguity between any provision of the concluded EU Standard Contractual Paragraphs and any provision of this Commissioned Data Processing (including appendices), the provision of the EU Standard Contractual Paragraphs shall prevail.

2. Object, duration, and specification of the Data Processing

2.1 The object of the Data Processing is the provision, operation, support and maintenance of the Solutions and myKM.ON by KMHK for the Customer and its users in accordance with the provisions of the Main Contract. The details are specified in the Main Contract.

2.2 The term of this Commissioned Data Processing corresponds to the term of the Main Contract. This Commissioned Data Processing ends with the termination of the Main Contract.

2.3 The scope, type, and purpose of the Data Processing is the provision, operation, support and maintenance of the Solutions and myKM.ON in accordance with the provisions of the Main Contract by KMHK as well as the enabling of the contractual use of the Solutions and myKM.ON by the Customer and its users. The details are specified in the Main Contract.

2.4 The types of Personal Customer Data and the categories of data subjects are as follows:

(a) Types of Personal Customer Data are (a) the user's name and email address, (b) the user's role with the Customer, (c) the user's IP address, and (d) an authentication token (~ individual characteristic that identifies the user for authentication purposes within the Solutions and myKM.ON).

(b) Categories of data subjects are employees and workers of the Customer.

2.5 The Solutions and myKM.ON is a global software solution. Against this background, Data Processing occurs both (a) within the European Union (**"EU"**) or the contracting states to the Agreement on the European Economic Area (**"EEA"**) and (b) outside the EU or the EEA. Data Processing outside the EU or the EEA takes place only if the special protection provisions of Art. 44 et seqq. GDPR are fulfilled in order to ensure an adequate level of data protection. KMHK sees an appropriate adequate level of data protection on the basis of an adequacy decision of the European Commission (Art. 45 GDPR) and/or by entering into EU standard contractual paragraphs (Art. 46(2)(c) and (d) in conjunction with Art. 47 GDPR). If EU standard contractual paragraphs are entered into, KMHK shall provide the Customer with a copy of those paragraphs on request. The Customer authorises a data transfer to countries outside the EU or EEA to the sub-processors/recipients listed in *Annex 2. Annex 2* specifies the measures approved by the Customer to ensure an adequate level of data protection in the context of subcontracted processing.

3. Technical and organisational measures

3.1 KMHK takes all necessary technical and organisational measures in its area of responsibility in accordance with Art. 32 GDPR on the protection of Personal Customer Data. The technical and organisational measures are specified in *Annex 1. Annex 1* shall be handed over to the Customer for review and, if accepted by the Customer, shall become the basis of this Commissioned Data Processing.

3.2 Insofar as a review or inspection of the Customer reveals a need to adapt the technical and organisational measures listed in *Annex 1*, the Parties shall implement this by mutual agreement.

3.3 The technical and organisational measures listed in *Annex 1* are subject to technical progress and further development. KMHK may implement alternative adequate measures, although the security level of the technical and organisational measures specified in *Annex 1* must be met or exceeded. The Customer must be informed in writing or text form of any significant changes.

4. Rights of data subjects

4.1 KMHK supports the Customer within its area of responsibility and as far as possible by means of suitable technical and organisational measures in answering and implementing requests from data subjects under data protection law (Art. 15 et seqq. GDPR). KMHK may not disclose, port, rectify, erase or restrict the processing of Personal Customer Data on its own authority, but only after receiving documented instructions from the Customer. If a data subject contacts KMHK directly, KMHK shall forward that request to the Customer without undue delay. KMHK may demand appropriate remuneration for the support of the Customer in the case of enquiries from data subjects.

4.2 Insofar as this is possible within the scope of the functionalities of the Solutions and myKM.ON, the Customer itself shall correct, erase or restrict Personal Customer Data.

5. Quality assurance and other obligations of KMHK
Furthermore, KMHK has the following obligations:

5.1 KMHK and anyone subordinate to them who has legitimate access to Personal Customer Data shall process those data exclusively in accordance with the provisions of the Main Contract, this Commissioned Data Processing, and the instructions of the Customer in order to provide the Solutions and myKM.ON in accordance with these Connectivity-Terms-and-Conditions, unless they are legally obliged to process it differently.

5.2 To maintain confidentiality in accordance with Art. 28(3)(2)(b), 29, and 32(4) GDPR, KMHK uses only employees in the performance of its activities who have been obligated to confidentiality and have been familiarised with the data protection provisions relevant to them. KMHK employees are informed that the confidentiality obligation pursuant to this paragraph 5.2 shall survive the termination of their employment. A statutory duty of disclosure remains unaffected by this.

5.3 KMHK supports the Customer, taking into account the nature of the Data Processing, to the necessary and appropriate extent in ensuring compliance with the legal obligations, in particular in carrying out data protection impact assessments and in any necessary prior consultations with the competent supervisory authorities.

5.4 KMHK's data protection officer can be reached at the following contact details: Karl Mayer Verwaltungsgesellschaft mbH, Olaf Nothdurft (Data Protection Officer), Industriestr. 1, D-63179 Obertshausen, mailto:dataprotection@karlmayer.com.

5.5 KMHK shall inform the Customer without undue delay about measures and inspections by a supervisory authority regarding the Data Processing. The same applies in the event of investigations by a competent supervisory authority in the context of administrative offence or criminal proceedings.

5.6 To the extent the Customer is exposed to (a) the control of a supervisory authority, (b) an administrative offence or criminal proceedings, (c) the liability claim of a data subject or a third party or (d) another claim or a request for information in connection with this Commissioned Data Processing, KMHK shall support the Customer to the necessary and reasonable extent.

5.7 KMHK regularly monitors its internal processes as well as the technical and organisational measures (cf . Annex 1) to ensure that the Data Processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law and that the protection of the rights of the data subjects is guaranteed.

5.8 KMHK supports the Customer in its area of responsibility and, as far as possible, within the scope of existing duties to provide information to supervisory authorities and data subjects to the necessary and appropriate extent and provides the Customer with all relevant information in this context.

5.9 KMHK shall provide the Customer in its area of responsibility with all information necessary to prove compliance with the applicable data protection laws and enable and support controls regarding the Data Processing within the scope of this Commissioned Data Processing (cf. paragraph 7).

6. Sub-processing relationships

6.1 For the purposes of this paragraph 6, subcontracting relationships shall be understood to mean those services which relate directly to the provision of the Solutions and myKM.ON. This does not include any ancillary services that KMHK makes use of (such as telecommunications, transport, or cleaning or security services). However, KMHK shall make appropriate and legally compliant contractual agreements and take control measures to guarantee the data protection

and the data security of the Personal Customer Data, including in the case of outsourced ancillary services.

6.2 The sub-processors approved by the Customer when the agreement was entered into are listed in Annex 2.

6.3 A further commissioning of sub-processors or the replacement of existing sub-processors in accordance with Annex 2 is permissible under the following Connectivity-Terms-and-Conditions:

(a) KMHK notifies the Customer of the involvement of the sub-processor in advance in writing or text form within a reasonable period of time, which must be at least fourteen (14) days, and the Customer does not object to this within a reasonable period, whereby the Customer may object only for good cause. Insofar as the Customer objects for good cause and the Parties cannot reach an amicable solution regarding the sub-processor in question, the Customer shall be granted a special right of termination.

(b) KMHK enters into agreements with the sub-processors in accordance with Art. 28 GDPR, which contain data protection provisions that are comparable in principle to the Commissioned Data Processing applicable between the Parties. In particular, KMHK shall ensure that sufficient guarantees exist for implementing technical and organisational measures. The sub-processor further grants the Customer audit and control rights essentially comparable to paragraph 7, including the right of the Customer, on written request, to receive information from KMHK on the content and implementation of relevant data protection obligations within the scope of the sub-processing relationship (if applicable, by inspecting the related documentation).

6.4 If the sub-processor provides the agreed service outside the EU or the EEA, paragraph 2.5 shall apply accordingly.

6.5 KMHK remains responsible to the Customer for the fulfilment of the obligations of the commissioned sub-processor.

7. Control rights of the Customer

7.1 The Customer may verify compliance with (a) the applicable data protection obligations as well as (b) this Commissioned Data Processing, particularly regarding the technical and organisational measures. The Parties have the common understanding that checks of the Customer and the provision of information and evidence by KMHK for compliance with the applicable data protection obligations and this Commissioned Data Processing will primarily be carried out in such a way that KMHK provides the Customer with current test certificates, reports or report extracts from independent third parties (such as auditors, auditing departments, data protection officers, IT security department, data protection auditors or quality auditors) or suitable certifications by IT security or data protection auditing. This will not affect the Customer's rights under paragraphs 7.2 or 7.3.

7.2 To the extent necessary in individual cases, during the term of this Commissioned Data Processing and after consultation with KMHK, the Customer may perform or have others perform appropriate inspections of the relevant KMHK business premises in which the Data Processing occurs, either itself or through suitable inspectors to be named in individual cases who are obliged to maintain confidentiality. The inspections are limited to the Data Processing of Personal Customer Data and must be performed without avoidable disturbances at KMHK's premises. KMHK may object to the selection of the inspector for good cause (such as lack of reliability or a competitive relationship with KMHK or the KARL MAYER Group).

Except in the case of urgent, objectively justified reasons, which are to be documented accordingly by the Customer, inspections will be carried out at the business premises of KMHK after reasonable advance notice of at least one (1) month, during the normal business hours of KMHK, and at most every twelve (12) months. KMHK may demand proper remuneration for assistance in carrying out an inspection. The expenditure of an inspection is generally limited to one (1) day per calendar year for KMHK.

7.3 KMHK shall provide the Customer with the relevant and necessary information upon request and make the relevant evidence available.

8. Reports of infringements on the part of KMHK

8.1 KMHK designs the data processing, its operational procedures and the associated processes, systems and installations in such a way that it can record, recognise and report any Data Protection infringements.

8.2 KMHK shall notify the Customer immediately if (a) a security breach results in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to Personal Customer Data or (b) KMHK, its employees or agents have breached any data protection regulations or the obligations set out herein which relate to Personal Customer Data. KMHK shall make its notification in such a way that the Customer can fulfil its legal obligations, in particular pursuant to Art. 33 and 34 GDPR. KMHK shall document the relevant information and make it available to the Customer for further measures.

9. Authority of the Customer to issue instructions

9.1 Data Processing shall be governed exclusively by (a) this Commissioned Data Processing, (b) possible instructions within the functionalities of the Solutions and myKM.ON (such as login, change of user name, change of password and logout, etc.) and support requests of the Customer as well as (c) any other instructions of the Customer, each of which shall be documented in writing or in text form.

9.2 The Customer shall immediately confirm verbal instructions in writing or text form.

9.3 KMHK shall inform the Customer immediately if it believes an instruction violates applicable data protection law. KMHK is entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Customer.

10. Erasure of Personal Customer Data and return of data carriers

10.1 Copies or duplicates of Personal Customer Data must not be made without the Customer's knowledge. This does not apply to backup copies, insofar as they are necessary to ensure proper Data Processing, as well as data that are required to be compliant with statutory retention obligations.

10.2 After completion of the contractually agreed activities, or earlier on the Customer's request – but at the latest on termination of the Main Contract – KMHK shall return to the Customer all documents, created processing and utilisation results, and data files that are connected with this Commissioned Data Processing, or destroy them in accordance with data protection law after obtaining consent. The same applies to test and waste material. The record of the erasure shall be submitted to the Customer upon request.

Appendix 2 Annex 1
Technical and organisational measures

A. General

1. Confidentiality (Art. 32(1)(b) GDPR)

1.1 Physical access control

Measures that prevent unauthorised persons from accessing Data Processing systems with which Personal Data are processed or used:

- The access protection (building) to the Contractor's systems is secured by a locking system (key in connection with transponder). A distinction is made between outdoor areas (buildings) and indoor areas. The individual zones are subject to different security requirements.
- Access by visitors is organisationally regulated in detail within the framework of the access concept. Visitors must ring the bell at the main entrance, sign in, and picked up where applicable.
- Before entering the floor, the visitor must ring the bell again and register once more.
- Visitors are accompanied by employees of the Contractor for the duration of their visit.
- Emergency exits are only accessible from the inside.
- The issue of keys and the allocation of access authorisations are regulated in an organisational guideline.
- The HR department of the Contractor is centrally responsible for the administration of the keys.

1.2 System access control

Measures that prevent Data Processing systems from being used by unauthorised persons:

- User accounts are checked regularly, i.e. at least annually.
- User accounts are blocked promptly as part of the off-boarding process.
- User accounts are password protected. All passwords must be created and updated in accordance with the "KARL MAYER Group IT User Policy". This policy addresses aspects of complexity, handling, custody and record keeping.
- It is ensured that each employee of the Contractor has only the rights they need for their activity (principle of minimal rights).
- The principle of the tidy workplace applies.

1.3 Memory access control

Measures which ensure that those authorised to use a Data Processing system can only access the data for which they have access authorisation and that Personal Data cannot be read, copied, modified or removed without authorisation during processing and use and after storage:

Access management for operating system and database management:

- Access is regulated organisationally.
- Access to the operating system and applications is logged on a personal basis.
- Access authorisations are only granted after approval by the person responsible for information.
- A check is made before the permissions are assigned.

1.4 System measures

- The Contractor uses up-to-date antivirus solutions and carries out centralised and automatic pattern and software updates.
- Firewall systems are used as central security components in various places at the Contractor's place of business.
- Changes to the Client's data shall be recorded.

- Remote access is via VPN and is encrypted and protected via a second factor.
- Encrypted hard disks on local terminals.
- Software and security updates are carried out promptly as part of the data centre maintenance.
- Access authorisations are only granted after written approval by the supervisor.
- A check is made before permissions are given.
- Fire alarm system and UPS in the data centre and at central infrastructure nodes.

2. Integrity (Art. 32(1)(b) GDPR)

2.1 Transfer control

The Contractor has implemented the requirements as follows:
- VPN connections with second factor.
- Special protection during physical transport of data storage devices.

2.2 Input control
- Traceability through personal log-in and activity logging

2.3 Separation control
- The Contractor shall ensure that data collected for different purposes can be processed separately.
- Separation of data by network separation (VLAN).
- Personal Data of the respective Clients are logically separated from each other by assignment to the respective user accounts.

2.4 Order control
- Documentation of processing activities.
- Careful selection of sub-processors.
- No use of sub-processors who have not been obligated in accordance with Art. 28 GDPR.
- Written agreement with the sub-processor on the minimum data protection standard.
- Adequate monitoring of sub-processors.
- Ensuring the destruction or return of the data after completion of the order in compliance with data protection regulations.

3. Availability and resilience (Art. 32(1)(b) GDPR)

3.1 Availability Control
- Patch management for servers and End Devices.
- Uninterruptible power supply (UPS)
- Fire alarm system.
- Virus protection.
- Firewall.
- Backup and restore strategy.

3.2 Timely manner restorability (Art. 32(1)(c) GDPR)
- Service agreements with contracted service providers.

4. Procedures for periodic test, assessment and evaluation (Art. 32(1)(d), Art. 25(1) GDPR)
- Data protection management system
- Incident response management.
- Data protection by default (Art. 25(2) GDPR).
- Regular documented mandatory training for all employees. Additional, annual classroom training for staff in particularly sensitive areas.
- Documented employee commitment to data protection.
- Instruction on postal and telecommunications secrecy for the relevant group of employees.
- Nondisclosure agreements (NDA) with partners and service providers.
- Appointment of a data protection officer and additional data protection coordinators at local sites.

B. Cloud services / data centres in which the Solutions and myKM.ON are hosted (currently AWS Cloud service)

1. Information Security Programme

Amazon Web Services Inc. (**"AWS"**) maintains an information security programme (including the establishment and enforcement of internal policies and procedures) designed to (a) help the Customer protect Personal Customer Data from accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the AWS Network, and (c) mitigate security risks, including through risk assessment and periodic testing. AWS will designate one or more employees to coordinate and be responsible for the information security programme. The information security programme will include the following measures:

1.1 Network security

The AWS network is electronically accessible to employees, contractors and all other persons necessary for the provision of the AWS services. AWS maintains access controls and policies to govern what access to the AWS network is permitted from each network connection and user, including the use of firewalls or functionally equivalent technologies and authentication controls. AWS maintains remediation and incident response plans to address potential security threats.

1.2 Physical security

(a) Physical access controls

The physical components of the AWS network are housed in inconspicuous facilities ("**Facilities**"). Physical access controls are used to prevent unauthorised access to Facilities at both perimeter and building entrances. Passage through the physical barriers in the Facilities requires either electronic access control (such as card access systems, etc.) or validation by human security personnel (such as contracted or internal security guards, reception staff, etc.). Photo IDs shall be assigned to employees and contractors and shall be kept while employees and contractors are in the Facilities. Visitors must register with the relevant staff, identify themselves, receive a visitor's badge to wear while in the Facilities, and be accompanied by authorised staff or contractors at all times when visiting the Facilities.

(b) Limited access for employees and contractors

AWS grants access to the Facilities to those employees and contractors who have a legitimate business need for such access rights. If an employee or contractor no longer needs the access rights assigned to him or her, the access rights will be revoked immediately, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical safeguards

All access points (with the exception of the main entrance doors) are kept in a secured (locked) state. Access points to the Facilities are monitored by CCTV cameras that record all persons entering the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorised access to the Facilities, including monitoring of weak points (such as main entrance doors, emergency exit doors, roof hatches, loading dock doors, etc.) with door contacts, glass break devices, interior motion detectors or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by staff and contractors is logged and regularly checked.

2. Ongoing assessment

AWS conducts regular reviews of the security of its AWS network and the adequacy of its information security programme, as measured against industry security standards and its policies and procedures. AWS shall continuously assess the security of its AWS network and related AWS services to determine whether additional or different security measures are needed to respond to new security risks or findings from periodic reviews.

Appendix 2 Annex 2
Authorised sub-processors

Sub-processors	Services	Seat and adequate level of data protection
KARL MAYER STOLL R&D GmbH, Industriestr. 1, D-63179 Obertshausen	Software development in relation to myKM.ON and the Solutions	Germany (EU)
KM.ON GmbH, Walther-von-Cronberg-Platz 2, D-60594 Frankfurt/Main	Provision, operation, support and maintenance of the Solutions and myKM.ON	Germany (EU)
KM.ON Asia Ltd, 2907 Metroplaza Tower 2, 223 Hing Fung Road, Kwai Chung, New Territories, Hong Kong	Provision, operation, support and maintenance of the Solutions and myKM.ON	Hong Kong EU standard contractual clauses
KARL MAYER (HK) Ltd, 2907 Metroplaza Tower 2, 223 Hing Fung Road, Kwai Chung, New Territories, Hong Kong	Support activities related to Networked Machines	Hong Kong EU standard contractual clauses
KARL MAYER (China) Ltd., No. 518 Changwu South Road, Wujin District, Changzhou City 213167, China	Support activities related to Networked Machines	China EU standard contractual clauses
Amazon Web Services Inc., 410 Terry Ave. North, Seattle, WA 98109-5210, USA	Hosting of the Solutions and myKM.ON	USA EU standard contractual clauses Data centre Frankfurt/Main region
Auth0 Inc., 10800 NE 8th St., Suite 700, Bellevue, WA 98004, USA	Providing services for the authentication of users of the Solutions and myKM.ON	USA EU standard contractual clauses
Mayer Textile Machine Corp., 310 North Chimney Rock Road, 27409 Greensboro, North Carolina, USA	Support activities related to Networked Machines	USA EU standard contractual clauses
NIPPON MAYER LTD, 27-33 Kamikitano 1 Chome, 918-8522 Fukui City, Japan	Support activities related to Networked Machines	Japan Adequacy decision, EU standard contractual clauses
KARL MAYER STOLL INDIA PRIVATE LIMITED 103, Dimple Arcade, Asha Nagar, Kandivali East400101 Mumbai, Maharashtra	Support activities related to Networked Machines	India EU standard contractual clauses
KARL MAYER STOLL Bagladesh Ltd., House 30, Road 10, Block-K1212, Baridhara, Dhaka, Bangladesh	Support activities related to Networked Machines	Bangladesh EU standard contractual clauses

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