General Terms of Use of Software Connected Data

§ 1 Scope, General

(1) These General Terms of Use apply to the software "Connected Data". The software is used to transfer tool data into the user's systems. These are, in particular, technical data of tools such as dimensions, application guide values as well as CAD models of the tools. The software can only be used in conjunction with the target software used by the customer, where the functions can be retrieved and are suitable precisely for these target systems.

(2) By using the Software, the customer accepts these conditions. If the Customer does not accept the conditions, he is not entitled to use the Software.

§ 2 Definitions

(1) "Software" means the computer program in object code specified in § 1 (1).

(2) "Confidential Information" shall mean all information and documents of the other party which are marked as confidential or which are to be regarded as confidential from the circumstances, in particular information on operational processes, business relations and know-how.

(3) "Lessor" is the company which, as licensor, makes the Software available to the customer in return for remuneration for the duration of the contract term.

(4) "Hoffmann Group" means Hoffmann SE and its affiliated companies pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG) as well as those distribution partners who legitimately appear on the market as contractually bound members of the Hoffmann Group.

§ 3 Subject of the Contract

(1) The subject of this agreement is the provision of the "Connected Data" Software for the term of the agreement and the granting of the rights required for its intended use in accordance with § 4.

(2) The Lessor shall provide the Client with the Software installed on a server and/or via the Digital Service Platform. This is a so-called Software-as-a-Service offer.

§ 4 Granting of Rights

(1) The customer receives the non-exclusive, non-transferable and non-sublicensable right, limited to the term of the agreement, to use the Software to the extent granted in this agreement. The contractual use includes the installation as well as the loading, display and use of the installed Software according to the intended use.

(2) The customer is not entitled to duplicate the software.

(3) The customer is not entitled to transfer the Software. In particular, he is not permitted to sell, lend, lease or otherwise sublicense the Software or to publicly disclose or make the Software available.

(4) If the customer violates any of the foregoing provisions, all rights of use granted within the scope of this contract shall become immediately invalid and shall automatically revert to the Lessor. In this case, the customer shall immediately and completely terminate the use of the software, delete all copies of the Software installed on his systems and delete the backup copy, if any, or hand it over to Lessor.

§ 5 Software Protection

The customer is obliged to take appropriate measures to prevent unauthorized access to the software To secure third parties, in particular to keep all copies of the software in a protected location.

§ 6 Data Protection and Evaluation

(1) The lessor is entitled to use all of the data that has been determined and saved by the Connected Data software to process in accordance with the data protection principles. The processing takes place on the basis of Art. 6 Para. 1 lit. b GDPR. These data are used in the context of contract fulfillment for Optimization of the software processed.

(2) Furthermore, the Lessor is entitled to evaluate all determined and stored product and utilisation data of the Connected Data Software which are not person-related. The evaluation comprises the entire administered product portfolio of the Software. This is carried out in particular for the purpose of providing the customer with appropriate offers in order to optimize the customer's product portfolio.

§ 7 Confidentiality

(1) The parties agree to maintain discretion about Confidential Information with respect to third parties. This obligation continues for a period of two years after termination of the contract.

(2) This obligation shall not apply to Confidential Information,

a) which was evidently already known to the recipient at the time of conclusion of the contract or subsequently become known to the recipient from a third party, without violating a confidentiality agreement, legal provisions or administrative directives;

b) which is publicly known at the time of the conclusion of the contract or is made publicly known thereafter, unless this is due to a breach of this contract

c) which is to be disclosed due to legal obligations or by order of a court or a public authority. To the extent permitted and possible, the recipient obliged to disclose will give prior notice to the other party and give the other party the opportunity to take action against disclosure.

(3) The parties will only grant access to Confidential Information to consultants who are subject to professional confidentiality or who have previously been bound by confidentiality requirements under this agreement. Furthermore, the parties shall only disclose the Confidential Information to those employees who need to know such information for the execution of this agreement, and shall obligate such employees to maintain secrecy to the extent permitted by employment law, even after their employment ends.

(4) Associated companies in accordance with § 15 AktG are not regarded as third parties for the purposes of this agreement.

§ 8 Remuneration, Maturity and Default

(1) The remuneration for the provision is the current price schedule in the context of the download or refer to the other availability of the software. Will the contract fail on first Closed on the day of a calendar month, the amount payable for the first month is calculated Remuneration pro rata according to the remaining days of the month, starting with the Provision the following day.The remuneration is due for the respective month in advance on the 3rd working day of a month. Deviations from this can be agreed in a separate invoice.

(2) All prices are net prices and may be subject to VAT at the current statutory rate.

(3) If the payment of the customer is subject to withholding tax under local law, the customer undertakes to fulfil the resulting tax obligations towards the tax authorities autonomously. The amount of the remuneration to be paid to the Lessor remains unaffected by these obligations.

(4) Interest on default is set at eight percent (8%) above the applicable basic interest rate.

§ 9 Maintenance

(1) Lessor warrants that the contractually agreed condition of the software is maintained during the term of the contract and that no rights of third parties prevent use of the software in accordance with the contract. The Lessor shall remedy any defects of quality and title appearing on the Software within a reasonable period of time.

(2) The customer is obliged to notify the Lessor of defects in the Software in writing without delay after their identification. In the case of material defects, this shall be done by describing the time of occurrence of the defects and the more detailed circumstances.

§ 10 Property Rights of Third Parties

The Lessor shall indemnify the customer from all claims of third parties against the customer arising from the infringement of property rights to the programmes provided in the version in accordance with the contract.

§ 11 Liability

(1) The Lessor is liable without limitation
- in case of intent or gross negligence,
- for damage of life, body or health,
- according to the regulations of the product liability law and
- to the extent of guarantee given.

(2) In the event of a minor negligent breach of an obligation that is essential for the fulfilment of the purpose of the contract (cardinal obligation), the Lessor's liability is limited to the amount of damage that is foreseeable and typical for the concrete type of business .

(3) The Lessor shall not be liable for any further damages. In particular, there is no liability for initial defects, unless the requirements of § 11 para. 1, 2 are fulfilled.

(4) The above limitation of liability shall also apply to the personal liability of the Lessor's employees, representatives and organs.

§ 12 Obligations of the Customer

(1) The customer commits himself, not to perform reverse engineering of the Software or hardware.

(2) The Software provided shall not be made available to third parties, neither in whole nor in part.

§ 13 Term of Contract and Termination

(1) The contract is concluded for an indefinite period. It may be terminated by either Party by giving twenty-one (21) days' notice to the end of each calendar month.

(2) Furthermore, the contract can be terminated in writing by either Party without notice for good cause. An important reason that entitles Lessor to terminate the contract shall be deemed to apply in particular if the customer infringes the Lessor's rights of use by using the Software in a way that exceeds the extent permitted under this contract and does not remedy the infringement within a reasonable period of time following a formal notice from the Lessor.

(3) The notice of termination shall be submitted in the form of a written notice.

(4) Upon termination of the contract the customer is obliged to delete all existing Software and return the related equipment and materials within 10 working days.

(5) Upon termination of the contract, the customer has no right to claim the provision of his non-personal data of utilisation. The customer can only demand the return of this data if the Lessor terminates the operation of the Software. In this case, the Lessor shall surrender the non-personal usage data of the customer within 30 working days. This does not include the data analyses carried out by the Lessor in accordance with § 6 Paragraph 2. The data shall be handed over at the customer's discretion either by handing over storage media or by transmission via a data network. The customer has no right to receive software which is suitable for using the data.

§ 14 Force Majeure

(1) In cases of force majeure, the Party concerned shall be released from its contractual obligations for the duration and to the extent of the effect. Force majeure is any event beyond the control of the affected Party that prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, strikes and legal lock-outs, as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other disruptions in performance by upstream suppliers shall only be deemed to be force majeure if the upstream supplier is prevented from providing the service for which it is responsible by an event of force majeure.

(2) The affected Party shall immediately notify the other Party of the occurrence and termination of the force majeure and shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.

(3) In the event of force majeure, the Parties shall jointly agree on the further course of action and shall determine whether, after its termination, the contractual products not delivered during this period shall be delivered subsequently or payments shall be reimbursed. Notwithstanding the foregoing, each party shall be entitled to withdraw from the orders affected by this if the force majeure lasts for more than four weeks from the agreed delivery date.

§ 15 General Provisions

(1) The Lessor is entitled to pass on rights and obligations arising from this contract to other companies of the Hoffmann Enterprise Group or partners of the Hoffmann Group or to have them fulfilled by them.

(2) Changes and amendments to this contract must be made in writing. This also applies to the amendment or cancellation of this clause. Electronic documents in text form do not fulfil the written form requirement.

(3) General terms and conditions of the customer do not become applicable.

(4) This contract shall be governed by German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).

(5) The Parties are aware that the Software may be subject to export and import restrictions. In particular, licensing requirements may exist or the use of the Software or related technologies abroad may be subject to restrictions. The Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfilment of the contract by the Lessor is subject to the condition that there are no restrictions due to national and international regulations of export and import law or any other legal regulations.

(6) Place of fulfilment is Munich. Exclusive place of jurisdiction is Munich, if each party is a merchant or legal entity under public law or has no general place of jurisdiction in Germany.

(7) In the event that individual provisions of this contract are invalid, the validity of the remaining provisions shall not be affected. The Parties shall use their best efforts to replace the invalid provision by a valid provision which comes as close as possible to the economic meaning of the invalid provision.

Privacy Policy Software Connected Data

Thank you for your interest in our "Connected Data" software (hereinafter "the software"). We attach great importance to the protection of your privacy. We consider it part of a company's responsibility to protect information and data entrusted to it. To ensure that you feel comfortable when using our App, when processing your personal data we strictly comply with the provisions under the law. In this privacy policy, we would now like to inform you in detail how we handle your data.

This Privacy Policy applies in addition to our General Privacy Policy and Privacy Policy Digital Service Platform (DSP).

1.   Who is responsible for the processing of my data?

The controller for the processing of your data when you visit this website is Hoffmann Engineering Services GmbH, Haberlandstr. 55, 81241 Munich.

You can contact the data protection officer at Hoffmann Engineering Services GmbH by post at the above address, for the data protection officer, or by e-mail at: dataprotection@hoffmann-group.com.

2.   When does the App record data concerning you and on what legal basis?

For the purpose of providing the software or the download in accordance with the terms of use, we collect the following personal data from you:

- Customer number of the account
- Time of the download

We use the data on the legal basis of Art.6 Para. 1 lit. b) DSGVO within the framework of the fulfilment of the contract (Terms of Use).
Only registered customers can download the Connected Data software.

3.   How long is your data stored?

We store your data only as long as necessary for the achievement of the purpose for which it was collected (for example in connection with a contractual relationship), or insofar as this is legally required.

4.   What data protection rights do you have?

You have a right with respect to Hoffmann Engineering Services GmbH and the Hoffmann group companies, subject to the respective statutory conditions, to be provided with information (Article 15 GDPR), to rectification (Article 16 GDPR), to erasure (Article 17 GDPR), to restriction of the processing (Article 18 GDPR) and to data portability (Article 20 GDPR). You also have a right to lodge a complaint with a data protection supervisory authority (Article 77 GDPR).

If you have granted consent to Hoffmann Engineering Services GmbH or a Hoffmann group company you may revoke it at any time with effect for the future by e-mail, fax or letter:

Hoffmann Engineering Services GmbH, Haberlandstr. 55, 81241 Munich, fax: +49 89 839189,
e-mail: dataprotection@hoffmann-group.com.

If Hoffmann Engineering Services GmbH processes your data on the basis of a balancing of interests, you may object to the processing. If you lodge an objection, we will no longer process your data unless the controller company can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or the processing serves the purpose of the establishment, exercise or defence of legal claims.