

## Terms of Use Telematics

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Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg (LMH) offers digital services under the name "Telematics". These comprise product-related digital services (Service), which are provided in the context of the use of products of LMH, which are equipped with a telematics e-unit (so-called TE), by the respective owner of the product, who is an entrepreneur within the meaning of § 14 BGB (German Civil Code) (Partner). The following provisions shall be deemed agreed:

#### 1. Scope

These terms and conditions regulate the general rights and obligations of the Partner and LMH for products with a TE. For other digital products and services of LMH, separate terms of use and data protection notices apply in each case. This also applies to other digital products and service, which require the availability of the mobile online services for the respective product. For the product itself and its equipment, the terms and conditions of the product order (purchase, lease or rental agreement) shall apply exclusively. The same applies if additional product equipment is required for the use of certain services.

#### 2. Connectivity

Each product equipped with a TE sends data of the product from the areas of service, product configuration, operational data and product condition (Data) to LMH. These data are necessary for commissioning, maintenance of operation, provision of service and the use of separately bookable software and hardware solutions and represent a legitimate interest of LMH.

#### 3. Availability

LMH takes all reasonable measures to be able to offer continuous connectivity. Availability may be restricted or suspended if unavoidable, temporary disruptions, interruptions or a reduction in the performance (speed) of the Service occur due to force majeure (e.g. armed conflicts, severe weather, industrial action), the special conditions of the place of use (mining, radio hole) or due to the performance of necessary maintenance, repair or other measures on the technical facilities of LMH or on the technical facilities of third parties that provide data, content, information or transmission capacities.

#### 4. Data Security

LMH shall take appropriate technical and organizational measures to ensure that interventions by unauthorized third parties, for example in the form of attacks on the TE, the data connection or the IT landscape of LMH, are avoided in accordance with the state of the art. Depending on the individual case, this may lead to disruptions in the data transmission of individual products of the Partner.

#### 5. Use of Data

LMH is exclusively entitled to the exclusive right of use of non-personal Data obtained in the course of the execution of the Agreement, even if the payment obligations have been fulfilled in full. LMH is free to

assign the non-exclusive right to use the Data to the Partner or third-parties named by the Partner, in particular the Partner's customers, within the scope of the authorizations of its respective user role (main user, co-user, guest user). The Partner is not permitted to distribute the Data obtained commercially to other third-parties. In the case of use of the Data within the framework of a limited software solution (subscription), the right of use shall only exist until the expiry of the agreed term.

Insofar as the right of use granted relates to software, the right of use shall only extend to the use of the object code. Any processing of the software as well as any retranslation of the object code into the source code (decompilation) shall be prohibited except in cases expressly permitted by law.

The Partner undertakes, when providing the product to third-parties, to point out to them that data transmission is activated in the product and that the Partner or LMH can obtain access to information about the product and thus (indirectly) about the third-party (usage behavior, location, etc.). As soon as and insofar as the use of software or the linking with databases results in a personal reference of the Data, the legal obligations of the data processor will be fulfilled by notifying the respective data protection regulations.

#### 6. Data protection

Insofar as the aforementioned data allow conclusions to be drawn about an identifiable natural person (personal data), the principles set out in the "Appendix Data Protection TE" shall apply.

#### 7. Responsibility / Liability

LMH has no knowledge of the legal and factual relationships of the third-parties to the product or the authorization and assignment of user roles of these. Any resulting damages or other violations of protective laws are not the responsibility of LMH.

Furthermore, the liability of LMH for damages caused by slight negligence is limited to the violation of essential contractual obligations. Furthermore, this liability is limited to the typical damage foreseeable at the time of conclusion of the contract.

In case of fraudulent concealment of a defect, in case of assumption of a guarantee and according to the Product Liability Act, LMH shall be liable without limitation. The aforementioned limitations of liability shall also not apply in case of injury to life, body or health.

The personal liability of the legal representatives, vicarious agents and employees of LMH for damages caused by them due to slight negligence is also excluded to the aforementioned extent.

#### 8. Term

This agreement ends with the contractual transfer from the purchase, leasing or rental contract which constitutes the term. In this respect, the Partner is obliged to refer to the connectivity function when selling the product to third-parties.

#### 9. Miscellaneous

The exclusive place of jurisdiction for all claims arising from and in connection with the contract is Aschaffenburg. All disputes arising out of or in connection with the contract shall be governed exclusively by the laws of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.



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## Appendix: Data Protection TE

As a data processor, LMH pays attention to the security of your personal data. In the following, we inform you about the type and scope of data processing as well as your rights as a data subject.

### 1. Data processor and contact possibility

The data controller is Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg, Germany.

If you have any questions regarding data protection, please contact our data protection officer Norbert Moeren c/o KION Group AG, Thea-Rasche-Straße 8, 60549 Frankfurt, Germany, [dataprotection@kiongroup.com](mailto:dataprotection@kiongroup.com)

### 2. Type and scope of data processing

From the moment the TE goes live, data is sent to our server and stored there, as well as processed for various purposes. In the following, we inform you about the type and scope of data collection as well as the purposes of data processing:

#### 2.1 Technical data (Master Data)

We process the following Master Data for the purpose of service provision:

- Serial number
- KCU Security Code
- Country code
- Hardware version
- Software version

This enables us to identify the product and to detect possible defects or to ask for the service status. Without this data, the operation of the product is not possible. The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 para. 1 lit f) GDPR.

#### 2.2 Basic Event Data:

Basic Event Data is data that is collected during the operation of the product, this data is queried hourly and is required to provide services and to analyze the influence of external factors (e.g. weather data) on the product. A profiling is not possible through this. These are for example:

- Operating hours
- localization data
- error codes

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 (1) lit f) GDPR.

### 2.3 Operational data

As Operational data are

- Motion data (e.g. speed, accelerations, distance traveled, number of lifts).
- Sensor data (e.g. battery voltage, motor temperature)
- Event data (e.g. failure of pre-shift checks)
- environmental conditions (e.g. ambient temperature)

recorded. These are used to monitor the technical condition of the vehicle fleet. The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 para. 1 lit f) GDPR.

### 2.4 THMLite Basic

The THMLite THM Basic service is offered as standard and is used for product monitoring and detection of technical faults. For this purpose, the data listed in 2.1 -2.3 are collected by default. In addition to this data, when a specific error message occurs, the following data of the faulty product are retrospectively recorded:

- detailed measured values of the relevant sensors

The customer then receives a corresponding message to his stored

- contact data (such as telephone number or e-mail address).

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 para. 1 lit f) GDPR.

### 2.5 Service data

Additional event data (for example, login/logout; preop check; shock; lock\_unlock; shock reduction) are required exclusively for the provision of additionally bookable services (service data). Without separate booking of the service or your separate consent, this data will not be processed. Service data is necessary for the creation of driving profiles, which can be used within the scope of separately obtainable software for fleet management.

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 para. 1 lit f) GDPR, or your consent to data processing, Art. 6 para. 1 lit a) GDPR.

### 2.6 Anonymization and use for analysis purposes

We reserve the right to anonymize stored personal data according to the state of the art, i.e. to remove the personal reference and to process this data for statistical and analysis purposes. The legal basis for data processing is our legitimate interest in improving our products and services, Art. 6 para. 1 lit f) GDPR.

### 2.7 Optimization of services

In order to improve the service deployments by our technicians, we link the Master Data as well as the Basic Event Data with the

- KION ERP data (e.g. information on maintenance/service activities).

This optimizes maintenance and service interventions by reducing maintenance and downtime of the products, so that a higher availability of the products can be targeted.

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 para. 1 lit f) GDPR.

#### 2.8 Law enforcement

Where appropriate, it may be necessary to use your personal information to process and resolve legal disputes, for government investigations and compliance, to enforce our claims, or to comply with lawful requests from law enforcement or administrative agencies.

#### 2.9 Data Transfer

To the extent necessary for the performance of a contract, we or the receiving party have a legitimate interest in the transfer of data, or you have provided your consent to the transfer, we may transfer your personal data to other responsible parties. The legal basis for such transfer can be found in Section 1. Third parties may also be other companies of the LMH Group as well as affiliated companies. In addition, your Personal Data may also be transferred to other responsible parties to the extent that we are required to do so by law or by an enforceable governmental or judicial order.

When transferring Personal Data to third parties, we have selected these recipients with the utmost care and monitor them regularly, particularly with regard to the careful handling and protection of the data they store. All recipients are obligated by us to maintain confidentiality and to comply with legal requirements.

Under these conditions, service providers, in particular those on whom we rely for the provision of communication or marketing services, may be recipients of your Personal Data.

Where applicable, these third parties may be located outside the EEA. If this is the case, we ensure the appropriate data protection standard by contractual measures (e.g. based on an adequacy decision of the EU Commission for the country in question or the agreement of so-called EU standard contractual occasions of the European Union with the recipient) or by obtaining your consent to the transfer prior to the transfer.

#### 2.10 Storage and deletion

We are free to store your personal data for the period for which we have a legitimate purpose. Legitimate purposes in this regard can be found in the relevant sections. In general, we will delete your personal data, except for those data that we are obliged to keep for legal reasons. Deletion may also be replaced by anonymization of the data in accordance with the principles set out in 2.6 above.

#### 3. Data security

Our employees and the service companies commissioned by us are obliged to maintain confidentiality and to comply with the provisions of the applicable data protection laws.

We take all necessary technical and organizational measures to ensure adequate protection and to protect the data we manage, in particular against the risks of accidental or unlawful destruction, manipulation, loss, alteration or unauthorized disclosure or access. In particular, personal data is pseudonymized. Our security measures are continuously improved in line with technological developments.

#### 4. Your rights

To assert your rights, please use the information in the section "Data processors and contact options" (see point 1). Please make sure that a clear identification of your person is possible for us. We reserve the right

to request sufficient proof of identification from you regarding your status as a data subject on the legal basis of Artt. 12 sec. 6 and 6 para. 1 lit c) GDPR.

#### 4.1 Right to information and disclosure:

You have the right to receive information from us about the processing of your data. For this purpose, you may exercise a right of access in relation to the personal data we process about you.

#### 4.2 Right to rectification and erasure: You have the right to rectification and erasure:

You can request us to correct incorrect data and - insofar as the legal requirements are met - to supplement or delete your data.

This does not apply to data that is required for billing or accounting purposes or is subject to the legal obligation to retain data. Insofar as access to this data is not required, the processing of this data will be restricted (see below).

#### 4.3 Restriction of processing:

You may request us to restrict the processing of your data, provided that the legal requirements are met.

#### 4.4 Data portability:

You continue to have the right to have data that you have provided to us transferred in a structured, conventional and machine-readable form or, if technically possible, to request that the data be transferred to a third party.

#### 4.5 Right of objection

If your personal data is processed by LMH on the basis of an overriding legitimate interest, you have the right to object to such processing at any time on grounds relating to your particular situation. Unless we can demonstrate compelling legitimate grounds for further processing, we will cease processing said data.

#### 4.6 Rights of revocation

If you have given us your consent to process your data, you may revoke this consent at any time with effect for the future. Please note that the lawfulness of the processing of your data remains unaffected until revocation.

#### 4.7 Right to complain to the supervisory authority

You have the right to lodge a complaint with a data protection supervisory authority. To do so, you can contact the data protection supervisory authority responsible for your place of residence in the federal state or the data protection supervisory authority responsible for our group.

### 5. Changes to the data protection declaration

We reserve the right to change our security and data protection measures as far as this becomes necessary due to technical developments. In these cases, we will also adapt our data protection declaration accordingly. Therefore, please refer to the respective current version of our data protection declaration.