

## Terms of Use of Linde VR Application H20-H35 | 1202

Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg, Germany ("LMH") offers the use of "Linde VR Application H20 - H35 | 1202" ("Service"), a mobile software application, to users ("User"). By downloading and using the Service, User agrees to the following terms and conditions ("GT&Cs"):

### 1. General

1.1. The use of the Service is solely subject to this GT&Cs. The current version of the GT&Cs is available under <https://www.linde-mh.com/en/Legal-Notes/Terms-of-use/>. In case of a change of these GT&Cs, such change will be published not later than four weeks prior to the respective effective date. The changes will become integral part of the agreement between LMH and the User, permitting the use of the Service, unless the User contradicts to such changes.

1.2. No other general terms & conditions, including but not limited to the Users' general terms and conditions, shall become part of the agreement between LMH and the User respect to the Service even if LMH does not explicitly contradict to general terms and conditions presented to it.

### 2. License

2.1 LMH grants User a revocable, non-exclusive, non-transferable, limited license to download, install and use the Service solely for User's personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

2.2 By accepting the GT&Cs, the User accepts the offer of LMH to establish this agreement with respect to the Service.

### 3. Restrictions

User agrees not to and neither permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Service or make the Service available to any third party.
- copy or use the Service for any purpose other than as permitted under the above section 'License';
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Service insofar and to the extent applicable laws states otherwise and/or
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of LMH or its affiliated companies (§§ 15ff. AktG).

### 4. Intellectual Property

The Service, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of LMH. The Service is licensed, not sold.

## 5. Liability

5.1. The Service is provided to User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

5.2. LMH's liability for damages caused intentionally or gross negligently by LMH, its legal representatives or agents or in case of any injury to life, physical integrity or health shall be unlimited.

5.3. In case of a breach of contractual obligations by LMH, which are required for the proper execution of this agreement and which the Distributor particularly expects to be fulfilled, LMH's liability shall be limited to the typical foreseeable amounts, unless the circumstances set out under 5.2 apply.

5.4. Any further liability of LMH shall be excluded to the fullest extent.

## 6. Data Protection

6.1. LMH will adhere to all applicable data protection laws and, in particular, process any personal data provided to it in accordance with such laws.

6.2. With respect to the personal data provided to it by the User, LMH will act as a controller within the meaning of Art. 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") and process such personal data in accordance with the data privacy policy with respect to the Service ("DPP").

## 7. Entitlement of LMH

7.1. LMH shall be entitled to any and all rights with respect to the Service and corresponding information thereof, including its configuration, in particular with respect to copyrights, inventions, databases and technical property rights. The same applies to usage data derived from the Service by use of the User ("Usage Data") and any kind of documentation with respect to the Service provided by LMH.

7.2. LMH will make use of Usage Data in pseudonymized form for its own business purposes.

## 8. Term

LMH and the User may terminate this agreement any time, for example by deleting the user account. Upon termination of this Agreement, User shall cease all use of the Service and delete all copies from User's end-devices, such as Virtual Reality devices.

## 9. Applicable law and jurisdiction

German law applies to this contract. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the application of conflict-of-laws provisions are excluded. The place of jurisdiction in the event of disputes between LMH and the User in connection with the present contract is Aschaffenburg.