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between

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\_\_\_\_\_  
\_\_\_\_\_

(European Union)

– hereinafter referred to as "**Customer**" or "**User**" –

and

BHS Corrugated Maschinen- und Anlagenbau GmbH, Paul-Engel-Straße 1, 92729 Weiherhammer, Germany,

– hereinafter referred to as "**BHS**" or "**Data Holder**" –

– Customer and BHS each individually referred to as "**Party**" and jointly referred to as "**Parties**" –

concerning the use of "readily available data from connected products" and, where applicable, "connected services" within the meaning of Article 4 para. (13) Regulation (EU) 2023/2854 (hereinafter referred to as the "**Data Act**"),

regarding the "Connected Product": Corrugator

(consisting of Splicer (SP), Reel Stand (RS), Preheater (PH), Singlefacer (SF), Inclined Belt Conveyor (IBC), Preconditioner (PC), Bridge (B), Glue Unit (GU), Double Facer (DF), Rotary Shear (KQ), Table, Pulling Station (PUS), Line Following System (LFS), Slitter Scorer (SR), Board Dimension Control (BDC), Cut to Mark Control (CMC), Automatic Order Change (AOC), Cutoff (HQ), Stacker (AS)), Corrugator Control Center (CCC), Wet End Controller (WEC)/Wet End Automation Package (WEA);

and (if applicable) *related service(s)*: N/A.

Terms (in quotation marks) are defined once either in this Data-User License Agreement itself or in the Data Act. **Use of Data by the Data Holder**

1.1 The User operates one or more machines or systems (hereinafter jointly referred to as the "**Machinery Unit**") manufactured or sold by the Data Holder and made available to the User. If necessary, the User makes use of "related services" of the Data Holder that generate data during the operation of the Machinery or the performance of the related service.

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- 1.2 This data is necessary, among other things, for a possible claims relating to defects obligation and for device security checks of the Data Holder, as set out in the relevant agreement with the User, which was concluded on the occasion of the transfer of the Machinery Unit and/or for services of the Data Holder agreed between the Parties, in order to be able to fulfil the relevant contractual obligations.
- 1.3 Likewise, the Data Holder requires this data for its own purposes in order to (i) ensure and carry out the trouble-free operation of its products and services in general, (ii) carry out and ensure the further and new development of products and services, and (iii) offer training on the products.
- 1.4 The use of data agreed in Section 1 of this Agreement is to be interpreted in such a way that it includes the use of data just mentioned above. The Data Holder will take appropriate organisational and technical measures to ensure that no unauthorised third parties use the data in any other way.

## **2. Data from Connected Products and Services**

The type of data, the estimated volume, the collection frequency, the storage location, and the duration of retention of the data collected and extracted in connection with the Machinery Unit are presented in **Appendix 1**. This Appendix is continuously updated.

## **3. Right to Data Access**

For the data usage specified in Section 1, the User grants the Data Holder a right to access the data generated during the operation of the system (including downtime) and to the data generated during the operation of the Machinery Unit (including downtime) and to the data generated on the occasion of the related services within the meaning of the Data Act on site at the User's site, via VPN or in a cloud environment at the Data Holder or at a third party.

## **4. Personal Data**

Insofar as personal data within the meaning of the General Data Protection Regulation ("GDPR") or the applicable national data protection law (e.g., the German Federal Data Protection Act ("BDSG")) is generated during the operation of the Machinery Unit or the provision of the related services, the Parties have concluded a Data Processing Agreement. In addition, the legal regulations for the protection of personal data apply.

## **5. Right of Use of the Data Holder to Non-Personal Data**

- 5.1 The User grants the Data Holder a simple, non-transferable, worldwide "**right of use**" for the non-personal data specified in Sections 1 and 2, limited in terms of content to the following purposes, for an unlimited period of time. These purposes are uses
  - on the occasion of the performance of an Agreement by the Data Holder vis-à-vis the Customer,

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- for monitoring and maintaining the functionality, safety and protection of the product or related service and to ensure quality control;
- for the Data Holder's own purposes;  
"The Data Holder's own purposes" within the meaning of the scope of use are, in particular, those (i) on the occasion of troubleshooting by the Data Holder in general and in particular, and (ii) for improvements, further and new developments of the Data Holder's products and services, including solutions in the field of artificial intelligence (AI) by the Data Holder and by third parties acting on behalf of the Data Holder;
- in the form of merging such data with other data or creating derivative data for any lawful purpose, including for the purpose of selling or otherwise making available such aggregated or derived data, provided that such data does not enable a third party to collect certain data transmitted to the Data Holder from the Connected Product and a Related Service to their origin.

5.2 The Data Holder is entitled to make the data accessible or transfer the data to third parties within the scope of the aforementioned purpose of use, insofar as the third party is an affiliated company pursuant to Sections 15 et seq. of the German Stock Corporation Act ("*AktG*") or a contractor of the Data Holder, insofar as this contractor is commissioned by the Data Holder within the scope of the Data Holder's right of use under this Data-User License Agreement.

5.3 In the event of a sale of the Data Holder's business, this right of use is transferable to an acquirer, in deviation from Section 5 sentence 1 of this Data-User License Agreement.

5.4 The User shall not be entitled to any remuneration from the Data Holder arising from and in connection with its use of the Data to the extent of the granted right of use.

## **6. Confidentiality**

6.1 The Data Holder undertakes to treat the data collected with Connected Products and/or related services and transmitted to the Data Holder confidentially and to maintain the necessary organizational and technical measures to prevent unauthorized access by third parties. This confidentiality obligation applies to data that constitute trade secrets for the Customer or that relate to the Customer's financial situation and other aspects of the Customer's business activities, unless such data is or becomes publicly available without the Data Holder itself or through a third party having made such data publicly available or data which is known in advance.

6.2 This confidentiality obligation does not apply to the extent the Data Holder is allowed to transfer or make the data available to the relevant third party on the basis of a contract or with the consent of the Customer.

6.3 In addition, the mutual obligations of the Parties under Article 4 paras. (10) and (13), Article 4 paras. (6) to (9) Data Act and under the applicable national Trade Secrets Regulation (e.g. the German Trade Secrets Act) shall apply.

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## **7. User Warranty**

The User guarantees the accessibility of the data for and access to as well as the possibility of data extraction to the Data Holder, unless the cause of a malfunction lies outside the User's own area of responsibility.

## **8. Limitation of Liability**

- 8.1 Both Parties, their organs and their vicarious agents shall be liable for any claims of the other party arising out of and in connection with this Agreement as well as for other legal reasons, limited to cases of intent and gross negligence. This limitation of liability does not apply if there is a claim for liability due to injury to the life, body, or health of a person. The burden of proof for the occurrence of the limitation of liability lies with the party who invokes it against the other.
- 8.2 In Addition, the contractual provisions on the Data Holder's liability in the respective agreed Terms and Conditions of the Data Holder for the provision of services to the Customer shall apply

## **9. Entitlement to Amendment of the Agreement**

Both Parties may demand that the other party amend the Agreement to this License Agreement if a publication of model and/or standard contractual clauses within the meaning of Article 41 Data Act becomes known for the first time, which may have the consequence that one or more provisions of this Data-User License Agreement do not have a "binding effect" within the meaning of the Data Act or that a sufficiently justified risk of this legal consequence arises.

## **10. Duration of the Agreement**

The Data-User License Agreement is valid for an unlimited period of time and may be terminated by both Parties with a notice period of three months to the end of each quarter after the termination of possible continuing obligation contracts between the Parties, which concern the use of the User's data by BHS within the meaning of the Data Act. Termination must be in writing. The right of either Party to terminate this Data-User License Agreement for good cause remains unaffected.

## **11. Remedies, Jurisdiction and Applicable Law**

- 11.1 Both Parties have a statutory right to lodge a complaint to the relevant competent authority within the meaning of Article 4 para. (3) (a), Article 38 Data Act.
- 11.2 Insofar as it is established in Germany within the meaning of Article 10 para. (5) Data Act and a case of Article 4 para. (3) Data Act applies, the Parties may agree to appeal to a dispute settlement body.
- 11.3 The remedy of the Data Act pursuant to Section 11.1 above and the appeal to a dispute settlement body pursuant to Section 11.2 above shall not preclude legal recourse to the ordinary

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courts, even in the case of ongoing proceedings, nor shall any of the proceedings be a prerequisite for the admissibility of the ordinary courts. In the event of the jurisdiction of an ordinary court of civil jurisdiction on the occasion of the conclusion, implementation and termination of this Data-User License Agreement, the court with jurisdiction over the registered office of the Data Holder shall be agreed as the place of jurisdiction.

11.4 This Data-User License Agreement shall be governed by substantive German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

**12. Severability Clause**

If provisions of this Data-User License Agreement do not have binding effect or should a regulatory gap occur, both Parties undertake to replace or supplement such provision in good faith with a provision that comes as close as possible to the meaning and purpose of the Data-User License Agreement in a legally effective manner. A non-binding provision or a gap in the Agreement does not affect the validity of the Agreement. Section 139 of the German Civil Code (total ineffectiveness) does not apply, not even in the sense of an allocation of the burden of proof.

**Appendix 1 Type of data (Corrugator)**

Weierhammer



\_\_\_\_\_  
BHS Maschinen- und Anlagenbau GmbH,  
Geschäftsführer

\_\_\_\_\_ (place), \_\_\_\_\_ (date)

\_\_\_\_\_  
(Customer),  
(authorized representative (function))

# Appendix 1

## Data (connected product Corrugator)

*Specification of existing data derived from the respective machine system in physical categories*

### General

**Storage location:** Data Owner's data center in Weiherhammer (Germany) and/or Amazon Web Services (AWS) in Frankfurt (Germany);

**Storage period:** unlimited, accessible for 12 months, then archived;

**Estimated volume:** approx. 10 gigabytes per customer.

**Explanation:**

Frequency of collection:

Range of seconds	Milliseconds to 59 seconds interval
Range of minutes	Interval from one (1) minute to 59 Range of minutes
Range of hours	Interval from one (1) hour to 23 hours
In individual cases	Not measured regularly or at intervals, but triggered by singular events

Comments

- The data can also be collected multiple times and on different machine parts.
- The maximum value of the interval was recorded for the recording frequency.

## 1. Splicer (SP)

<b>Data</b>	<b>Recording frequency</b>
Config	Range of hours
Count	Range of seconds
Counter	Range of seconds
Current	Range of seconds
Error	Range of seconds
Factor	Range of seconds
Force	Range of seconds
Length	Range of seconds
Length	Range of hours
Load	Range of seconds
Operation	Range of minutes
Operation	Range of hours
Power	Range of Seconds
Pressure	Range of seconds
Rotation	Range of seconds
Speed	Range of hours
Speed	Range of seconds
Status	Range of hours
Status	Range of seconds
Temperature	Range of seconds
Torque	Range of seconds
Voltage	Range of seconds

## 2. Reel Stand (RS)

<b>Data type</b>	<b>Recording frequency</b>
Bit	Range of seconds
Operation	Range of seconds
Weight	Range of seconds
Length	Range of seconds
Width	Range of seconds
Offset	Range of seconds
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Status	Range of seconds
Temperature	Range of seconds
Voltage	Range of seconds
Torque	Range of seconds
Power	Range of seconds
Energy	Range of seconds

3. Single facer (SF) (inclined belt conveyor (IBC), preconditioner (PC) and, if applicable, including preheater and/or glue unit (GU))

<b>Data type</b>	<b>Recording frequency</b>
Current	Range of Seconds
Date	Range of hours
Energy	Range of seconds
Flow	Range of seconds
Force	Range of seconds
Frequency	Range of seconds
ID	Range of hours
ID	Range of seconds
Length	Range of hours
Length	Range of seconds
Load	Range of seconds
Operation	Range of minutes
Operation	Range of hours
Percent	Range of seconds
Power	Range of seconds
Pressure	Range of seconds
Pressure belt	in individual cases
Program no-gluegap	Range of seconds
Rotation	Range of seconds
Speed	Range of seconds
Status	Range of seconds
String	Range of hours
Temperature	Range of seconds
Torque	Range of seconds
Voltage	Range of seconds
Width	Range of seconds
Wrap	Range of seconds

4. Bridge (B)

<b>Data type</b>	<b>Recording frequency</b>
Status	Range of seconds
Speed	Range of seconds
Length	Range of seconds

5. Double Facer (DF) (including preheater and/or glue unit (GU) if applicable)

<b>Data</b>	<b>Recording frequency</b>
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Temperature	Range of seconds

Voltage	Range of seconds
Torque	Range of seconds
Power	Range of seconds
Energy	Range of seconds
Operation	Range of minutes
Status	Range of seconds
Error	Range of seconds
Length	Range of seconds
Length	Range of hours
Operation	Range of hours
Pressure	Range of seconds
Percent	Range of seconds
Speed	Range of seconds
Program-no-shoetrol speed	Range of seconds
Program-no-shoetrol-temp	Range of seconds
Force	Range of seconds
Wrap	Range of seconds
Bit	Range of seconds
Lag	Range of seconds
Program-no-GU1-Gap	Range of seconds
Program-no-GU2-Gap	Range of seconds
Program-no-GU3-Gap	Range of seconds
Deflection	Range of seconds

## 6. Rotary shear (KQ)

<b>Data</b>	<b>Recording frequency</b>
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Error	Range of seconds
Temperature	Range of seconds
Voltage	Range of seconds
Torque	Range of seconds
Operation	Range of minutes
Operation	Range of seconds
Operation	Range of hours
Speed	Range of seconds
Counter	Range of seconds
Status	Range of seconds

## 7. Line Following System (LFS)

<b>Data type</b>	<b>Recording frequency</b>
Current	Range of seconds
Load	Range of seconds
Operation	Range of seconds
Rotation	Range of seconds
Temperature	Range of seconds

Voltage	Range of seconds
Bit	Range of seconds
Code	Range of seconds
Length	Range of seconds
Speed	Range of seconds
Counter	Range of seconds
String	Range of seconds

## 8. Slitter Scorer (SR)

Data type	Recording frequency
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Error	Range of seconds
Temperature	Range of seconds
Voltage	Range of seconds
Torque	Range of seconds
Power	Range of seconds
Operation	Range of minutes
Length	Range of minutes
Length	Range of hours
Counter	Range of hours
Operation	Range of hours
Speed	Range of seconds
Status	Range of seconds
Length	Range of seconds
Energy	Range of seconds
Text	In individual cases
Counter	in individual cases

## 9. Automatic Order Change (AOC)

Data type	Recording frequency
Time	Range of seconds
Status	Range of seconds
Bit	Range of seconds

## 10. Cutoff (HQ) (including Cut to Mark Control (CMC))

Data type	Recording frequency
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Error	Range of seconds
Temperature	Range of seconds
Voltage	Range of seconds
Torque	Range of seconds
Operation	Range of minutes
Counter	Range of seconds

Length	Range of seconds
Operation	Range of hours
Speed	Range of seconds
Status	Range of seconds
Length	Range of minutes
Status	Range of minutes
Force	Range of seconds
Power	Range of seconds
Energy	Range of seconds
Counter	Range of hours
String	Range of hours
Pressure	Range of seconds
Flow	Range of seconds
Counter	in individual cases

## 11. Stacker (AS)

<b>Data type</b>	<b>Recording frequency</b>
Current	Range of seconds
Load	Range of seconds
Rotation	Range of seconds
Error	Range of seconds
Temperature	Range of seconds
Voltage	Range of seconds
Torque	Range of seconds
Power	Range of seconds
Operation	Range of minutes
Operation	Range of hours
Speed	Range of seconds
Length	Range of seconds
Status	Range of seconds
Energy	Range of seconds

## 12. Corrugator Control Center („CCC“)

<b>Data type</b>	<b>Recording frequency</b>
Shift data	In individual cases
Quality data	In individual cases
Order data	In individual cases
Stop data	In individual cases
Paper data	In individual cases

### 13. Wet End Controller (“WEC”)/Wet End Automation Package (“WEA”)

<b>Data type</b>	<b>Recording frequency</b>
Parallel operation: process values	Range of seconds
SSS: process values of the BLC	Range of seconds
SSS: orders	In individual cases
SSS: recipe management of process values in the form of qualities	In individual cases
SSS: process values from connected PLCs	In individual cases
WCS: process values from connected PLCs	In individual cases
RVS: data from the unwinders	Range of seconds
RVS: roll data from the host system	In individual cases
API: speed limits	In individual cases