

# General terms and conditions for the Use of myKyana services

(the "Service T&Cs")  
(Status: 01.11.2024)

## 1. Subject matter and scope

1.1. These Service T&Cs apply to the use of the chargeable services (the "**Services**") provided by Koenig & Bauer Kyana GmbH ("**Koenig & Bauer**") via the myKyana Platform (the "**Platform**") for the respective contractual partner (the "**Customer**"). The Platform is accessible via internet at [www.mykyana.com](http://www.mykyana.com).

Koenig & Bauer and the Customer are each referred to in these Service T&Cs as a "**Party**" and together as the "**Parties**". The Customer's employees (if the Customer is a legal entity) who have access to the Platform are referred to as "**Users**" in these Service T&Cs.

1.2. The Services may only be used by Customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). The use of the Services by consumers within the meaning of Section 13 BGB is excluded.

1.3. The Service T&Cs may be supplemented, modified or replaced in individual cases by further conditions, e.g. for the purchase of certain products and/or Services. General terms and conditions of the Customer, even if Koenig & Bauer does not expressly object to them, shall not apply to this framework agreement and are expressly excluded.

1.4. By logging in or, if a separate log-in is not required, by commencing use of the Services by the Customer, the Customer accepts the validity of these Service T&Cs in their respective version.

1.5. If a Customer wishes to use a Service, it must click on the corresponding button on the Platform to purchase the respective paid Service. The Customer must then confirm the Service T&Cs and click on the corresponding button to complete the order process. Completing the order process does not yet constitute a contract with Koenig & Bauer; rather, it is the submission of an offer by the Customer. A service contract for the respective Service to be provided by Koenig & Bauer is only concluded when Koenig & Bauer confirms its acceptance (this is communicated to the Customer by e-mail or via the Platform).

## 2. Registration and use of Platform and Services

2.1. The use of the Services requires the use of the Platform. The use of the Platform and the free services offered by Koenig & Bauer on or via the Platform are subject to separate terms and conditions (the "**Platform T&Cs**"), which the Customer has agreed to in connection with his registration on the Platform.

2.2. The Platform T&Cs apply subsidiarily to the provision of the Services, unless

otherwise stipulated in these Service T&Cs. In the event of contradictions between provisions in the Service T&Cs and the Platform T&Cs, the relevant provisions in these Service T&Cs shall take precedence over the contradictory provisions in the Platform T&Cs.

2.3. Koenig & Bauer is entitled to revoke access authorization to the Platform at any time by blocking the access data without having to give reasons, in particular if the Customer

- a) has provided false information for registration,
- b) has violated the terms of these Service T&Cs or its duty of care in handling the access data or
- c) has violated applicable law when accessing or using the Services.

## 3. Technical requirements for using the Services

3.1. The Customer is responsible for technical access to the Platform in order to be able to use the Services. The service description with regard to individual Services may specify further technical requirements that the Customer must fulfil in order to use the Services. Access to the Platform and use of the Services via the Platform shall be by remote access via internet. Further details and other technical requirements for using the Services can be found in the technical access requirements. You will find them at: [https://digitalisation.koenig-bauer.com/wp-content/uploads/2024/03/KYANA-Connect\\_Technical-Specifications\\_EN.pdf](https://digitalisation.koenig-bauer.com/wp-content/uploads/2024/03/KYANA-Connect_Technical-Specifications_EN.pdf).

3.2. Koenig & Bauer reserves the right to withdraw the authorization to use the Services from the Customer and its Users if the Customer intentionally causes damage to the Platform, violates these Service T&Cs or uses the Services outside the scope of the authorization granted to it in accordance with section 5.

3.3. The availability of the Services is subject to the applicable Legal Regulations. Koenig & Bauer reserves the right to restrict or exclude the availability of the Services in whole or in part in certain countries and/or regions. Further regulations in this regard can be found in the appendix to section 3.3 ("Export control reservation and re-export").

## 4. Services

4.1. Koenig & Bauer provides the contractual Services (i.e. those ordered by the Customer) with regard to the machines purchased by the Customer from Koenig & Bauer.

Koenig & Bauer provides the contractual Services (i.e. those ordered by the Customer) with regard to the machines

purchased by the Customer from Koenig & Bauer.

4.2. With regard to the provision of the Services, Koenig & Bauer exclusively owes (and without prejudice to the provisions in section 8) the Services contained in the service description for the contractual Services agreed upon conclusion of the contract or valid at the time of conclusion of the contract (2.1 - 2.8). A specific result is not owed.

4.3. The availability of the Platform for the Service to be provided via the Platform is governed by section [4.3] of the Platform T&Cs.

4.4. Technical and commercial support for the Customer is provided in accordance with the relevant information on the Koenig & Bauer homepage for myKyana <https://digitalisation.koenig-bauer.com/en/digital-products/mykyana/>.

4.3. Sections 327 to 327u BGB do not apply (directly or by analogy) to the provision of Services.

## 5. Rights of use of the Customer

5.1. The Customer's rights of use with regard to the use of the Platform are set out in the Platform T&Cs.

5.2. The Customer is authorized to use the respective contractual Service in accordance with the service description for the purposes described therein (functionalities). Insofar as the scope of the Copyright Act is applicable in connection with the performance of the Services, Koenig & Bauer grants the Customer a non-exclusive, non-transferable, non-sublicensable, territorially unrestricted right of use for the duration of the respective service contract for the use of the Services, limited in time to the term of the Service T&Cs. The Customer is not granted any further rights of use or exploitation to the Services. The right of use does not include the authorization to commercially exploit the Services in the Customer's own name. In particular, the reproduction for the purpose of paid distribution to third parties, the modification and the decompilation are not permitted for the Customer.

The use of the Services requires the installation of software provided by Koenig & Bauer ("**Kyana Connect**") within the Customer's network. Koenig & Bauer grants the Customer the simple, non-transferable right, limited in time to the duration of the respective service, but unlimited in geographical scope, to use, reproduce, modify and decompile Kyana Connect in accordance with the Service T&Cs. The right of use is limited to the purposes specified in the respective service description of the individual Services. The right to reproduce Kyana Connect is limited to the installation of

Kyana Connect on a computer system directly owned by the Customer for the purpose of fulfilling the usage purpose and to one reproduction necessary for loading, displaying, running, transmitting, and storing Kyana Connect. The right to modify Kyana Connect is limited to maintaining or restoring the agreed functionality of Kyana Connect. The right to decompile Kyana Connect is granted only under the condition of Section 69e (1) nos. 1 to 3 of the German Copyright Act (UrhG) and within the scope of Section 69e (2) nos. 1 to 3 UrhG. The Customer is not granted any further rights of use and exploitation of Kyana Connect. The right of use does not include the authorization to commercially exploit Kyana Connect in its own name.

## 6. Payment obligations of the Customer

**6.1.** The service fees for the Services booked by the Customer are based on the agreement made between Koenig & Bauer and the Customer when the contract is concluded. It also regulates whether service fees are dependent or independent of the number of Users.

**6.2.** The service fees agreed between the Customer (prices and other remuneration components) are exclusive of statutory VAT or comparable taxes. Such taxes shall be charged to the Customer by Koenig & Bauer in addition to the agreed service fees.

If a reverse charge mechanism or a comparable simplification method (according to which the recipient of the goods or Services is obliged to self-declare or withhold VAT or comparable taxes) is applicable, the Customer must make the self-declaration or withholding to the competent tax authority within the prescribed period. Irrespective of this, the service fees (prices and other remuneration components) are calculated without VAT or comparable taxes and payments by the Customer to Koenig & Bauer must be made in the amount of the contractually agreed service fees without any deductions.

**6.3.** Unless otherwise agreed, the service fee for a booked Service must be paid in advance for the entire (minimum) contract term.

**6.4.** Payment to Koenig & Bauer must be made free of charge by bank transfer from a business account of the Customer.

**6.5.** Unless otherwise agreed, the service fee is due within 21 days of receipt of an invoice from Koenig & Bauer that fulfils the requirements of tax law. Invoices from Koenig & Bauer are sent by email or via the customer account on the Platform. If delivery by letter is requested, Koenig & Bauer is entitled to charge a reasonable handling fee. After expiry of the deadline in accordance with the first sentence, the Customer shall be in default without the necessity of a reminder. Koenig & Bauer is entitled to demand default interest from the Customer in the amount of the statutory provisions (Section 288 (2) BGB); Koenig & Bauer is entitled to prove and demand higher damages caused by default.

**6.6.** If the Customer is in default of payment, Koenig & Bauer may suspend the provision of the contractual Service(s) under these Service T&Cs until payment is received after giving at least 1 weeks' notice.

**6.7.** The Customer shall only be entitled to set off counterclaims arising from this or other legal relationships in whole or in part to the extent that these are undisputed or have been legally established or the counterclaim is synallagmatically linked to the claim against which the Customer wishes to set off (e.g. claims for rectification of defects or damages).

## 7. Further obligations of the Customer

**7.1.** The Customer is obliged to ensure, with the utmost care and through appropriate and demonstrable measures, compliance with the respective contractually agreed regulations (including the provisions of these Service T&Cs) as well as all applicable laws and statutory provisions (collectively the "Legal Regulations") by itself and all its Users. The Customer shall also demonstrably oblige all its Users to strictly comply with the Legal Regulations and provide evidence of this to Koenig & Bauer upon first request.

**7.2.** The Customer shall be liable for all violations of the Legal Regulations by the Customer itself and/or its User, including all direct and indirect damages arising in connection therewith, as if they were the Customer's own fault.

**7.3.** The Customer may not use the Services provided via the Platform to:

- a) infringe intellectual property rights, copyrights or other proprietary rights of Koenig & Bauer or third parties;
- b) transmit content with viruses, so-called Trojan horses or other programming that can damage software;
- c) enter, save or send hyperlinks or content to which it is not authorized, in particular if these hyperlinks or content violate confidentiality obligations or are illegal;
- d) copy dashboards in whole or in part, replicate them in an own IT environment (e.g. Grafana or Excel) or otherwise engage in so-called "reverse engineering";
- e) transfer licenses to or access to the Services of Koenig & Bauer in whole or in part without the express written consent of Koenig & Bauer;
- f) extract, manipulate or copy data provided through an interface for the purposes stated herein, in whole or in part, unless such data export is explicitly permitted by Koenig & Bauer and a corresponding function for data export is provided;
- g) use the Services for purposes other than those intended, in particular in a manner that is not covered by the service description of the respective Service; or
- h) enable third parties to use the Services.

## 7.4. Duty to co-operate

- a) The Customer shall reasonably support Koenig & Bauer in the performance of the agreed Services and shall provide Koenig & Bauer's technicians with the necessary equipment and tools, insofar as this is necessary for the use of the Services.
- b) The Customer is responsible for setting up and maintaining a sufficient and stable data connection (remote access to the Platform via internet) at its own risk and expense.
- c) The use of the Services is subject to the system requirements and data

connection requirements published by Koenig & Bauer in the current service description.

**7.5.** In the event of a breach of Legal Regulations by the Customer or its Users, access and usage rights with regard to the Services of Koenig & Bauer may be temporarily or permanently withdrawn in whole or in part.

**7.6.** Koenig & Bauer is authorized to check at any time whether the use of the Services by the Customer and its Users is in accordance with the terms of use.

## 8. Liability for legal and material defects; Force Majeure

**8.1.** Koenig & Bauer makes no guarantees and assumes no liability that (i) the use of the Services will increase the functionality, availability or productivity of the machines or that errors in the use of the machines will be diagnosed and rectified, that (ii) the use of the Services will actually result in a direct or indirect increase in the performance of the Customer's machines or that (iii) the desired success will be achieved following an investment decision made by the Customer on the basis of the data analysis:

**8.2.** Koenig & Bauer provides no guarantee and is not liable for the correctness of the data or the visualization of the data on the Platform. The same applies to errors in or caused by the collection or calculation of the data or for possibly incorrect conclusions from the data or the visualization.

**8.3.** This contract and Koenig & Bauer's performance obligations do not include the safety review of the machines or their conformity with statutory regulations. Any liability on the part of Koenig & Bauer in this respect is excluded.

**8.4.** The Customer must notify Koenig & Bauer immediately of any defect in the contractual Service. Koenig & Bauer will rectify defects in the Service within a reasonable period of time. If the rectification of a defect fails several times (at least twice) within a reasonable period of time, the Customer is entitled to extraordinary cancellation of these Service T&Cs. Other claims of the Customer are governed by sections 9.4 to 9.8. Claims for defects are excluded if the cause is attributable to the Customer or one of its vicarious agents. Unless otherwise stipulated in these Service T&Cs, any warranty rights of the Customer shall otherwise be governed by the statutory provisions for service contracts (Sections 611 to 630 BGB).

**8.5.** Kyana Connect essentially corresponds to the description in the technical access requirements in accordance with section 3.1. Claims for defects do not exist in the event of an insignificant deviation from the agreed or assumed quality and in the event of only insignificant impairment of usability. Service descriptions shall not be considered a guarantee without a separate written agreement. In the case of update, upgrade and new version deliveries, claims for defects are limited to the new features of the update, upgrade or new version delivery compared to the previous version status.

**8.6.** Kyana Connect is free from third-party rights that prevent utilization in accordance with the contract. Excluded from this are customary reservations of title. If third parties are entitled to such rights and assert them, Koenig & Bauer must do everything in its

power to defend Kyana Connect against the asserted rights of third parties at its own expense. The Customer shall immediately inform Koenig & Bauer in writing of the assertion of such third-party rights and grant Koenig & Bauer all powers of attorney and authorizations necessary to defend Kyana Connect against the asserted third-party rights. Insofar as there are legal defects, Koenig & Bauer is entitled, at its discretion, (a) to take lawful measures to eliminate the rights of third parties that impair the contractual use of Kyana Connect, or (b) to eliminate their assertion, or (c) to modify or replace Kyana Connect in such a way that the software no longer infringes third-party rights, if and insofar as this does not significantly impair the owed functionality of Kyana Connect, and is obliged to reimburse the necessary reimbursable costs of legal action incurred by the Customer.

**8.7.** If the provision of Services is not possible due to Force Majeure, Koenig & Bauer shall be released from the provision of Services for the duration and to the extent of the impact of the Force Majeure, provided that Koenig & Bauer has taken reasonable precautions to avoid the consequences. "Force Majeure" includes all unforeseeable events that lie outside the realm of influence of Koenig & Bauer or cannot be overcome with reasonable effort, including but not limited to natural events, highly contagious diseases, governmental or judicial restrictions and governmental or judicial acts, in particular any kind of travel warnings, curfews, travel bans, war, civil war, terrorist acts, riots, fire, strikes or labor disputes. Koenig & Bauer shall not be responsible for the circumstances described above even if they arise during an already existing delay. Koenig & Bauer shall notify the Customer immediately of the occurrence and cessation of Force Majeure and shall use its best endeavors to remedy the Force Majeure and limit its effects as far as possible. The liability of Koenig & Bauer due to limited or insufficient provision of Services due to Force Majeure is excluded.

**8.8.** For periods in which Koenig & Bauer is unable to provide Services due to Force Majeure, the Customer is entitled to a pro rata refund of the Service fee paid by the Customer in advance. The refund shall be made by crediting and offsetting the credit amount against the next invoice or, if the service contract is not continued, by repayment of the refund amount within 14 days of the end of the contract.

## **9. General liability regulation and limitation of liability**

**9.1.** Koenig & Bauer's liability for material defects and defects of title shall be governed by the provisions in section 8 of these Service T&Cs.

**9.2.** Koenig & Bauer is not liable for unauthorized interventions in the Platform or the provision of Services.

**9.3.** Koenig & Bauer accepts no liability for products, software and applications not supplied by Koenig & Bauer, nor for their function.

**9.4.** Koenig & Bauer shall be liable for damages in accordance with the statutory provisions, unless otherwise stipulated below.

**9.5.** Koenig & Bauer shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the

event of wilful misconduct (Vorsatz) and gross negligence (grobe Fahrlässigkeit).

**9.6.** In the event of a simple negligent breach of material contractual obligations (i.e. those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely), Koenig & Bauer's liability is limited to compensation for foreseeable damage typical of the contract, but limited to a maximum of 100% of the annual remuneration. In the event of simple negligent breach of non-essential contractual obligations, liability on the part of Koenig & Bauer is excluded.

**9.7.** The above limitations of liability do not apply

- a) in the event of damage resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by Koenig & Bauer or a legal representative or vicarious agent of Koenig & Bauer,
- b) insofar as Koenig & Bauer has fraudulently concealed a defect,
- c) insofar as Koenig & Bauer has assumed a guarantee for the quality of the goods and
- d) for claims of the Customer under the Product Liability Act.

**9.8.** The above provisions of this section 9 do not imply a change in the burden of proof to the detriment of the Customer.

**9.9.** Although Koenig & Bauer always endeavors to keep the Platform free of viruses, Koenig & Bauer does not guarantee that it is virus-free. Before downloading information, the Customer shall ensure that appropriate security measures and virus scanners are in place for their own protection and to prevent viruses on the Platform.

**9.10.** Koenig & Bauer accepts no liability for loss of data, machine downtime or loss of profit.

**9.11.** Koenig & Bauer accepts no liability for any damage, such as in particular downtimes or incompatibilities with existing software on the Customer's LogoTronic server, which could be triggered in particular by the use of the additional software required for the machine data analysis, nor for errors in the calculation of the dashboard.

Exclusions or limitations of liability in favor of Koenig & Bauer in accordance with these Service T&Cs also apply to employees, representatives and vicarious agents of Koenig & Bauer.

## **10. Statute of limitations**

**10.1.** Notwithstanding the provision in the following section 10.2 below, all claims of the Customer - regardless of the legal grounds - shall lapse within 12 months.

**10.2.** The statutory limitation periods shall apply to wilful or grossly negligent behavior, culpable injury to life, limb and health and claims under the Product Liability Act.

## **11. Term and cancellation**

**11.1.** Unless otherwise agreed between Koenig & Bauer and the Customer when the contract is concluded, the service contract based on these Service T&Cs is concluded for a period of 1 year and can be terminated by either Party with 4 weeks' notice to the end of the term. If the service contract is not

cancelled in due time by Koenig & Bauer or the Customer, it shall be tacitly extended for a further year. The above provisions shall apply accordingly for the following contract term(s).

**11.2.** The right to terminate for good cause remains unaffected for both Parties. Examples of good cause include (i) a material breach of duty by one Party which has not been remedied even after the expiry of a period of 30 days set by the other Party and therefore makes further adherence to the contract unreasonable for the other Party or (ii) the opening of insolvency proceedings against the assets of one Party or the rejection of the opening of proceedings due to lack of assets.

**11.3.** Cancellation must be made in writing or in text form. Cancellation is also possible via the user account.

**11.4.** The cancellation of the service contract (for whatever reason) shall not affect the validity of the Platform T&Cs and the validity of service contracts relating to other Services.

## **12. Final provisions**

**12.1.** Without the prior written consent of Koenig & Bauer, the Customer is not authorized to assign rights and/or obligations arising from the service contract to third parties in whole or in part on the basis of these Service T&Cs.

**12.2.** Koenig & Bauer is authorized to transfer the service contract on the basis of these Service T&Cs with all resulting rights and obligations in whole or in part to a company affiliated with Koenig & Bauer (within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG)) at any time.

**12.3.** Amendments and additions to the Service T&Cs and any additional agreements made upon conclusion of the contract must be made in text form to be effective. This also applies to amendments to this text form clause. Verbal agreements are invalid.

Amendments to the Service T&Cs require the consent of both Parties, unless otherwise stipulated below.

Koenig & Bauer may make appropriate technical changes with regard to the provision of the contractual Services, in particular insofar as this is necessary to improve their functionality or to comply with Legal Requirements.

Koenig & Bauer is authorized to update and change the contractual Service at any time without prior notice. However, changes to content or functionalities of the Service are only permitted if these do not reduce the range of Services offered to the Customer with regard to the use of the contractual Service (as described in the service description relating to the Service on which the contract was concluded) or the Customer has not objected to this change in accordance with the following paragraph; however, this only applies insofar as Koenig & Bauer has assumed a performance obligation to the Customer for the content or functionalities in question.

Appropriate changes to the content and functionalities of a Service owed to the Customer by Koenig & Bauer shall be notified to the Customer in text form prior to implementation. The Customer is given the

opportunity to object to a change in text form within 6 weeks of receipt of the notification. The absence of an objection to an appropriate change in Service within these 6 weeks shall be deemed to be consent to the change in Service, provided that the Customer has been made aware of this legal consequence as part of the notification of change. If the Customer objects to a change in Service, Koenig & Bauer shall have an extraordinary right of termination vis-à-vis the Customer; in addition, the Customer may also terminate the Service T&Cs with due notice at any time.

**12.4.** The exclusive place of jurisdiction for disputes arising from or in connection with these Service T&Cs and the respective service contract based on the Service T&Cs is Würzburg (Germany) if the Customer is a

merchant within the meaning of the German Commercial Code (HGB).

**12.5.** These Service T&Cs are subject to the law of the Federal Republic of Germany to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

**12.6.** Should any provision of this service contract (including any annexes thereto and/or any additional agreements made upon conclusion of the contract), or any provision subsequently incorporated into it be or become invalid in whole or in part, or should a loophole in this contract become apparent, this shall not affect the validity of the remaining provisions. The Parties are aware of the case law of the Federal Court of

Justice, according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the Parties to maintain the validity of the remaining contractual provisions under all circumstances and thus to waive Section 139 BGB in its entirety. In place of the invalid provision or to fill the gap, a valid and enforceable provision shall be agreed that comes closest in legal and economic terms to what the Parties intended or would have intended according to the meaning and purpose of this service contract if they had considered this point when concluding the contract.

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# General terms and conditions for the use of the myKyana platform

(the "Platform T&Cs")  
(Status: 01.11.2024)

## 1. Subject matter and scope

1.1. These Platform T&Cs constitute a framework agreement between Koenig & Bauer Kyana GmbH ("Koenig & Bauer") and its respective contractual partner (the "Customer") for the use (free of charge) of the myKyana-Platform (the "Platform"), which is accessible via <https://koenig-bauer-prod.eu.auth0.com/>. Koenig & Bauer and the Customer are each referred to in these Platform T&Cs as a "Party" and together as the "Parties". The Customer's employees (if the Customer is a legal entity) who have access to the Platform are referred to as "Users" in these Platform T&Cs.

1.2. The Platform may only be used by Customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). The use of the Platform by consumers within the meaning of Section 13 BGB is excluded.

1.3. The Customer can utilize paid and free Services from Koenig & Bauer via the Platform (together the "Services").

1.4. The Platform T&Cs constitute a framework agreement under which the Customer can utilize the free Services (in accordance with myKyana's service description on pages (2.1 - 2.8) on the Platform after registration: <https://digitalisation.koenig-bauer.com/en/mykyana-registration/>). The Platform T&Cs may be supplemented, modified or replaced in individual cases by further terms and conditions, e.g. for the purchase of products and/or Services. General terms and conditions of the Customer, even if Koenig & Bauer does not expressly object to them, do not apply to this framework agreement and are expressly excluded.

1.5. By logging in or, if a separate log-in is not required, by commencing use by the Customer, the Customer accepts the validity of these Platform T&Cs in their respective version.

1.6. The use of paid Services is based on contracts to be concluded separately with Koenig & Bauer, for which separate general terms and conditions are to be agreed upon conclusion of the contract in addition to these Platform T&Cs (the "Service T&Cs").

If a Customer wishes to use a paid Service, it must click on the corresponding button on the Platform to purchase the respective paid Service. The Customer must then confirm the corresponding Service T&Cs and click on the corresponding button to complete the order process. Completing the order process does not yet constitute a contract with Koenig & Bauer; rather, it is the submission of an offer by the Customer. The contract for the respective paid Service is only concluded

when Koenig & Bauer confirms its acceptance (this is communicated to the Customer by e-mail or via the Platform).

None of the Parties is obliged to conclude separate Service T&Cs or to provide or accept paid Services on the basis of these Platform T&Cs.

1.7. Pursuant to Section 312i (2) sentence 2 BGB, it is agreed that the provisions of Section 312i (1) sentence 1 nos. 1 to 3 and sentence 2 BGB shall not apply when concluding these Platform T&Cs. In addition, it is agreed that Section 312i (1) sentence 1 nos. 1 to 3 and sentence 2 BGB do not apply when concluding the Service T&Cs, unless the respective Service T&Cs stipulate otherwise.

## 2. Registration

2.1. The use of the Platform by the Customer is only permitted after prior registration of the Customer and acceptance of the validity of these Platform T&Cs in their respective version by the Customer.

2.2. The initial registration must be carried out by an employee of the Customer ("Customer Administrator") who is responsible for user administration and the access control cycle and who is authorized by the Customer to represent the Customer. Proof of authorization to represent the Customer must be provided at Koenig & Bauer's request.

2.3. The Customer Administrator is responsible for setting up new Users, changing authorizations and removing access when employees of the Customer leave the company in question or change their roles or for other reasons (e.g. change of name).

2.4. There is no entitlement to registration by Koenig & Bauer. Koenig & Bauer is entitled to revoke the access authorization at any time by blocking the access data without giving reasons, in particular if the Customer

- a) has provided false information for registration,
- b) has violated the terms of these Platform T&Cs or its duty of care in handling the access data,
- c) has violated applicable law when accessing or using the Platform or
- d) has not used the Platform for a longer period of time.

Other provisions in the Service T&Cs shall remain unaffected.

2.5. When registering, the Customer is obliged to provide truthful information and, in the event of any subsequent changes, to notify Koenig & Bauer of these immediately

(online, if provided). The Customer shall ensure that it receives the emails sent to the email address it has provided.

2.6. The Customer shall ensure that the user data is not made accessible to third parties and shall be liable for all orders and other activities carried out under the user data. The password-protected area must be exited after each use.

2.7. If the Customer becomes aware that third parties are misusing the user data, it is obliged to inform Koenig & Bauer immediately in writing, if necessary, in advance by email. Upon receipt of a notification in accordance with the preceding sentence, Koenig & Bauer will block access to the password-protected area with this user data. The block can only be removed following a separate application by the Customer to Koenig & Bauer or following a new registration.

2.8. The Customer can request the deletion of its registration in writing at any time, provided that the deletion does not conflict with the processing of ongoing contractual relationships. In this case, Koenig & Bauer will delete all user data and all other stored personal data of the Customer as soon as they are no longer required.

2.9. After 90 days without activity by the Customer, the Customer will receive a cancellation notice on its respective user account. 5 days after the cancellation notice has been sent, the user account can be deleted by Koenig & Bauer without further ado.

2.10. To ensure the identity of the User, two-factor authentication is carried out when the user account is created and each time the User dials in.

2.11. The Customer shall be liable for damages due to or in connection with inadequate or unprofessional confidentiality, in particular in the event of multiple use of passwords (e.g. in other IT programs and IT systems), their unauthorized disclosure or inadequate or incorrect confidentiality, and shall bear all damages and costs arising in this connection or associated with this, in particular also for any operational disruptions and interruptions, investigations, countermeasures, combating and damage elimination.

## 3. Access to the Platform

3.1. The Customer is responsible for technical access to the Platform. Access is provided by remote access via internet. Further details and other technical access requirements for using the free Services on the Platform can be found in the technical access requirements. You will find them at:

[https://digitalisation.koenig-bauer.com/wp-content/uploads/2024/03/KYANA-Connect\\_Technical-Specifications\\_EN.pdf](https://digitalisation.koenig-bauer.com/wp-content/uploads/2024/03/KYANA-Connect_Technical-Specifications_EN.pdf)

**3.2.** Koenig & Bauer reserves the right to withdraw the authorization to use the Platform from the Customer and its Users if the Customer intentionally causes damage to the Platform, violates these Platform T&Cs or uses the Platform outside the scope of the authorization granted to it in accordance with section 5.

**3.3.** The availability of the Platform is subject to the applicable Legal Regulations. Koenig & Bauer reserves the right to restrict or exclude the availability of the Platform in whole or in part in certain countries and/or regions. Further regulations in this regard can be found in the [appendix to section 3.3](#) ("Export control reservation and re-export").

## **4. Services**

**4.1.** The Platform serves as a central hub for Customers who have purchased machines or other products from Koenig & Bauer to access all digital products and Services available for their machine park. The Platform serves as an information and support portal and also provides access to and management of paid Services. Within the scope of the Services provided free of charge by Koenig & Bauer (including, for example, information or documentation, software, apps or the possibility of using certain functions), there is no obligation to perform, i.e. the free Services in question are not owed by Koenig & Bauer to the Customer. Details of the scope of Services can be found in the service description on section 2.1 - 2.8.

**4.2.** Due to the nature of the internet and computer systems, Koenig & Bauer cannot guarantee the uninterrupted availability of the Platform. In addition, the Platform is regularly maintained and updated. In this context, there may be temporary restrictions in the availability of the Platform. Claims by the Customer due to maintenance or updating work and due to temporary restrictions in availability are excluded.

**4.3.** Insofar as the availability of the Platform is a prerequisite for the use of a paid Service, Koenig & Bauer owes Customers of such paid Services an availability of at least 90% per year; availability means that the Platform responds to remote access and is accessible to the Customer. Further availability is not owed. Individual Service T&Cs may contain deviating or additional provisions. Availability owed under this section 4.3 excludes normal maintenance windows.

The above provision on availability does not apply to times when the server required to make the Platform available cannot be reached due to technical or other problems beyond Koenig & Bauer's control.

Koenig & Bauer may restrict access to the Platform if required to ensure the security of network operation, maintain network integrity, and in particular to avoid serious disruptions to the network, software or stored data.

**4.4.** Technical and commercial support for the Customer is provided in accordance with the relevant information on the Koenig & Bauer homepage for myKyana: <https://digitalisation.koenig-bauer.com/>.

**4.5.** Sections 327 to 327u BGB do not apply (directly or by analogy) to the provision of Services in accordance with these Platform T&Cs or any Service T&Cs concluded.

## **5. Rights of use of the Platform, information, software and documentation**

**5.1.** The use of the information and documentation made available on the Platform by the Customer is subject to these Platform T&Cs or - in the case of updates to information or documentation - to the relevant license conditions or other regulations previously agreed with Koenig & Bauer. Separately agreed license conditions, e.g. when downloading software, take precedence over these Platform T&Cs.

**5.2.** Koenig & Bauer grants the Customer a non-exclusive, non-transferable, non-sublicensable, territorially unrestricted right to use the Platform, the content on the Platform and the software or apps downloadable from the Platform or the functions usable on the Platform for the duration of the Platform T&Cs. The right does not include the authority to modify.

**5.3.** The Platform, the information made available via the Platform and the documentation are protected by copyright laws and international copyright treaties as well as other laws and agreements relating to intellectual property. The Customer shall observe these rights, and in particular shall not remove alphanumeric identifiers, trademarks and copyright notices from the information, software, documentation or copies thereof.

## **6. Intellectual property**

**6.1.** Except for the rights of use or other rights expressly granted herein, no further rights of any kind, particularly concerning the company name and intellectual property rights, and especially not patents, utility models or trademarks of Koenig & Bauer, are granted to the Customer. Koenig & Bauer is under no obligation to grant such rights.

**6.2.** If the Customer submits ideas and suggestions on the Platform, Koenig & Bauer may utilize these free of charge for the development, improvement and marketing of the products in its portfolio.

## **7. Consent of the Customer**

**7.1.** The Customer consents to the

- a) connection of Koenig & Bauer machines belonging to the Customer to the Platform (and - if commissioned by the Customer - the paid Services provided via the Platform), the remote Service, the system/Customer portal (in particular the provision of a connection between

machines and the Koenig & Bauer cloud via the Kyana Connect Gateway);

- b) regular and irregular transmission of functional data to Koenig & Bauer or a service provider commissioned by Koenig & Bauer. The interval and scope of these transmissions are freely determined by Koenig & Bauer. "Functional data" refers to machine and device-specific or other technical data, such as software versions, totalizer status, licenses, machine configuration, technical order data such as paper format, printing speed, number of waste sheets and quality information, process flow information, usage data such as the technical resource consumption or statements on function usage, or information on the power consumption of the machines as well as their utilization, performance and speed data, etc.
- c) storage, processing and transmission of operator data. The Customer shall obtain any further necessary consents in a timely manner and provide proof of such consents to Koenig & Bauer if required.

## **7.2. Data utilization**

### **7.2.1. Koenig & Bauer is authorized**

- a) to store, use and process all functional data for the provision of paid and free Services to the Customer, particularly for problem analysis and fault diagnosis in the event of a malfunction, improving machine productivity, continuous quality improvement of the delivered items and for purposes of customer relationship management, and
- b) to use all functional data for advising on the improvement of quality, efficiency and quantity to the Customer as well as to third parties, such as benchmarking, consulting services, advertising, to the extent permissible under legal regulations, as well as the improvement of existing and development of new products in order to offer the Customer upgrades, retrofits and machines and/or components, and
- c) to pass on and commercially exploit all functional data in anonymized form to third parties, in particular to transfer the right of use to third parties.

**7.2.2.** The use of the functional data by Koenig & Bauer is not limited by territory, scope or time. The Customer transfers to Koenig & Bauer, for the duration of the contract and beyond, the perpetual, worldwide right to use the functional data and their evaluations, including their complete or partial storage and processing.

## **8. Confidentiality / protection of secrets**

**8.1.** The Parties undertake to treat all data provided and the functioning of the Platform as confidential.

**8.2.** Access to the Platform is exclusively reserved for Customers and Users. They

may only use the Platform within the scope of their professional duties. The Customer is obliged to ensure the identity of the Users authorized by it and to securely prevent any use of the Platform by other employees of the Customer or by third parties through appropriate technical and organizational measures.

**8.3.** The obligation of confidentiality shall continue to exist even after the termination of the use of the Platform.

**8.4.** Breaches of this confidentiality clause may result in legal consequences, including claims for damages and criminal prosecution.

**8.5.** The obligation of confidentiality shall not apply to information for which the Customer can prove that:

- a) it is already generally known or become generally known without the Customer breaching its obligation of confidentiality,
- b) it was already known to the Customer at the time of receipt without any obligation of confidentiality,
- c) it has been lawfully received from third parties without an obligation of confidentiality,
- d) it has been independently developed, without the use of information provided under this contract.

**8.6.** Reverse engineering of the Platform and data extraction is not permitted.

## **9. Data protection / data security**

**9.1.** The Parties are obliged to comply with the applicable data protection laws.

**9.2.** Koenig & Bauer processes personal data in the context of using the Platform

- a) in the form of the data used for registration, provided that this data is personal data.
- b) in the form of operator data with the consent of the authorized person.
- c) in the form of profile data generated in connection with the use of the Platform for the purpose of abuse control and maintaining confidentiality. This data may be viewed, stored and processed by Koenig & Bauer at any time.

**9.3.** If Customers register on the Platform via the link listed in section 1.1 the Koenig & Bauer Privacy Policy, which can be accessed here: <https://digitalisation.koenig-bauer.com/en/privacy-policy/> applies and is part of these Platform T&Cs. If Customers are redirected to the Platform via the main website of Koenig & Bauer, the general privacy policy Koenig & Bauer, which can be accessed via the following link: <https://www.koenig-bauer.com/en/privacy-policy/> initially applies.

## **10. Obligations of the Customer**

**10.1.** The Customer is obliged to ensure, with the utmost care and through appropriate and demonstrable measures, compliance with the respective contractually agreed provisions (including the provisions of these Platform T&Cs and any applicable Service T&Cs) and all applicable laws and statutory provisions (collectively the "Legal Regulations") itself and all its Users. The Customer shall also demonstrably oblige all its Users to strictly comply with the Legal Regulations and provide evidence of this to Koenig & Bauer upon first request.

**10.2.** The Customer shall be liable for all breaches of the Legal Regulations by the Customer itself and/or its User, including all direct and indirect damages arising in connection therewith, as if they were the Customer's own fault.

**10.3.** The Customer may not use the Platform and the Services offered via the Platform to

- a) infringe industrial intellectual property rights, copyrights or other proprietary rights of Koenig & Bauer or third parties,
- b) transmit content with viruses, so-called Trojan horses or other programming that can damage software,
- c) enter, save or send hyperlinks or content to which they are not authorized, in particular if these hyperlinks or content violate confidentiality obligations or are illegal,
- d) copy dashboards in whole or in part, replicate them in an own IT environment (e.g. Grafana or Excel) or otherwise engage in so-called "reverse engineering",
- e) transfer licenses or access, in particular to myKyana Services or other Koenig & Bauer products or Services, in whole or in part, without the express written consent of Koenig & Bauer,
- f) extract, manipulate or copy data provided through an interface for the purposes stated herein, in whole or in part, unless such data export is explicitly permitted by Koenig & Bauer and a corresponding function for data export is provided.

and, furthermore, the Customer may not pass on or publish data and information obtained through the use of the platform to third parties without the prior written consent of Koenig & Bauer.

### **10.4. Duty to co-operate**

- a) The Customer shall reasonably support Koenig & Bauer in the performance of the agreed Services and shall provide Koenig & Bauer's technicians with the necessary equipment and resources, insofar as necessary for the use of the Platform or the Services offered via the Platform.
- b) The Customer is responsible for setting up and maintaining a sufficient and stable data connection (remote access

to the Platform via internet) at its own risk and expense.

- c) The use of the Services is subject to the system requirements and data connection requirements published by Koenig & Bauer in the current service description.

**10.5.** In the event of a breach of Legal Regulations by the Customer or its Users, access and usage rights with regard to the Platform may be temporarily or permanently withdrawn by Koenig & Bauer in whole or in part; identical or comparable provisions in the Service T&Cs take precedence over this provision.

**10.6.** Koenig & Bauer is authorized to check at any time whether the use by the Customer and its Users is in accordance with the terms of use.

## **11. Liability for legal and material defects; Force Majeure**

**11.1.** If information or documentation, software, apps or the possibility of using certain functions are provided free of charge on the Platform, liability for material and legal defects in the information, documentation, software, apps and functions, in particular for their correctness, freedom from errors, freedom from third-party property rights and copyrights, completeness and/or usability - except in the case of intent or fraudulent intent - is excluded.

**11.2.** Koenig & Bauer makes no guarantees and accepts no liability that (i) the functionality, availability or productivity of the machines will be increased or that errors in the use of the machines will be diagnosed and rectified, that (ii) the use of the Platform and/or other myKyana Services will actually lead to an indirect or direct increase in the performance of the Customer's machines or that (iii) the desired success will be achieved following an investment decision made by the Customer on the basis of the data analysis.

**11.3.** Koenig & Bauer provides no guarantee and is not liable for the correctness of the data or the visualization of the data on the Platform. The same applies to errors in or caused by the collection or calculation of the data or for possibly incorrect conclusions from the data or the visualization.

**11.4.** This contract and Koenig & Bauer's performance obligations do not include the safety review of the machines or their conformity with statutory regulations. Any liability on the part of Koenig & Bauer in this respect is excluded.

**11.5.** If the provision of the Platform is not possible due to Force Majeure, Koenig & Bauer shall be released from the provision of the Platform for the duration and to the extent of the impact of the Force Majeure, provided that Koenig & Bauer has taken reasonable precautions to avoid the consequences. "Force Majeure" includes all unforeseeable events that lie outside the realm of influence of Koenig & Bauer or cannot be overcome

with reasonable effort, including but not limited to natural events, highly contagious diseases, governmental or judicial restrictions and governmental or judicial acts, in particular any kind of travel warnings, curfews, travel bans, war, civil war, terrorist acts, riots, fire, strikes or labor disputes. Koenig & Bauer is not responsible for the aforementioned circumstances even if they occur during an existing delay. Koenig & Bauer shall notify the Customer immediately of the occurrence and cessation of the Force Majeure and shall use its best endeavors to remedy the Force Majeure and limit its effects as far as possible. The liability of Koenig & Bauer due to limited or insufficient provision of Services due to Force Majeure is excluded.

## **12. General liability regulation and limitation of liability**

**12.1.** Koenig & Bauer's liability for material defects and defects of title shall be governed by the provisions in section 11 of these Platform T&Cs.

**12.2.** Koenig & Bauer is not liable for unauthorized interventions in the Platform or other myKyana Services.

**12.3.** Koenig & Bauer accepts no liability for products, software and applications not supplied by Koenig & Bauer, nor for their function.

**12.4.** Koenig & Bauer is liable for damages in accordance with the statutory provisions, unless otherwise stipulated in these Platform T&Cs.

**12.5.** Koenig & Bauer shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of wilful misconduct (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*).

**12.6.** In the event of a simple negligent breach of material contractual obligations (i.e. those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely), Koenig & Bauer's liability is limited to compensation for foreseeable damage typical of the contract; in the event of a simple negligent breach of non-essential contractual obligations, Koenig & Bauer's liability is excluded.

**12.7.** The above limitations of liability do not apply

- a) in the event of damage resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by Koenig & Bauer or a legal representative or vicarious agent of Koenig & Bauer,
- b) insofar as Koenig & Bauer has fraudulently concealed a defect,
- c) insofar as Koenig & Bauer has assumed a guarantee for the quality of the goods and

d) for claims of the Customer under the Product Liability Act.

**12.8.** The above provisions of this section 12 do not imply a change in the burden of proof to the detriment of the Customer.

**12.9.** Although Koenig & Bauer always endeavors to keep the Platform free of viruses, Koenig & Bauer does not guarantee that it is virus-free. Before downloading information, the Customer shall ensure that appropriate security measures and virus scanners are in place for its own protection and to prevent viruses on the Platform.

**12.10.** Koenig & Bauer accepts no liability for loss of data, machine downtime or loss of profit.

**12.11.** Koenig & Bauer accepts no liability for any damage, such as in particular downtimes or incompatibilities with existing software on the Customer's LogoTronic server, which could be triggered in particular by the use of the additional software required for the machine data analysis, nor for errors in the calculation of the dashboard.

**12.2.** Exclusions or limitations of liability in favor of Koenig & Bauer in accordance with these Platform T&Cs also apply to employees, representatives and vicarious agents of Koenig & Bauer.

## **13. Statute of limitations**

**13.1.** Notwithstanding the provision in the following section 13.2 below, all claims of the Customer - irrespective of the legal grounds - shall lapse within 12 months.

**13.2.** The statutory limitation periods shall apply to wilful or grossly negligent behavior, culpable injury to life, limb and health and claims under the Product Liability Act.

## **14. Term and cancellation**

**14.1.** The framework agreement based on these Platform T&Cs is concluded for an indefinite period and may be terminated by either Party with 4 weeks' notice to the end of the month.

**14.2.** The right to terminate for good cause remains unaffected for both Parties. Examples of good cause include (i) a material breach of duty by one Party which has not been remedied even after the expiry of a period of 30 days set by the other Party and therefore makes further adherence to the contract unreasonable for the other Party or (ii) the opening of insolvency proceedings against the assets of one Party or the rejection of the opening of proceedings due to lack of assets.

**14.3.** Cancellation must be made in writing or in text form. Cancellation is also possible via the user account.

**14.4.** The term and termination of contracts for the provision of paid Services by Koenig & Bauer shall be governed by the Service

T&Cs. In the event of the existence of contracts for the provision of paid Services by Koenig & Bauer, the termination of this framework agreement shall only take effect when the relevant contracts for the provision of paid Services by Koenig & Bauer also end.

## **15. Final provisions**

**15.1.** Without the prior written consent of Koenig & Bauer, the Customer is not authorized to assign rights and/or obligations arising from the framework agreement to third parties in whole or in part on the basis of these Platform T&Cs.

**15.2.** Koenig & Bauer is authorized to transfer the framework agreement on the basis of these Platform T&Cs, including all resulting rights and obligations, in whole or in part to a company affiliated with Koenig & Bauer (within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG)) at any time.

**15.3.** Amendments and additions to the Platform T&Cs and any additional agreements made upon conclusion of the contract must be made in text form to be effective. This also applies to amendments to this text form clause. Verbal agreements are invalid.

Changes to the Platform T&Cs require the consent of both Parties, unless otherwise stipulated below. Koenig & Bauer may make reasonable technical changes to the Platform, in particular where this is necessary to improve its functionality or to comply with Legal Requirements. Koenig & Bauer is authorized to update and change the Platform and the respective content and functions at any time without prior notice. However, changes to content and functions are only permitted insofar as these do not reduce the range of Services offered to the Customer with regard to the use of the Platform or the Customer has not objected to this change in accordance with the following paragraph; however, this only applies insofar as Koenig & Bauer has assumed a performance obligation towards the Customer for the content or functions in question.

Appropriate changes to the content and functions of the Platform that are owed to the Customer by Koenig & Bauer will be notified to the Customer in text form prior to implementation. The Customer shall be given the opportunity to object to a change in text form within 6 weeks of receipt of the notification. The absence of an objection to an appropriate change to the Service within these 6 weeks shall be deemed to be consent to the change to the Service, provided that the Customer has been made aware of this legal consequence as part of the notification of change. If the Customer objects to a change in Service, Koenig & Bauer shall have an extraordinary right of termination vis-à-vis the Customer; in addition, the Customer may also terminate the Platform T&Cs with due notice at any time.



Changes to Services with regard to paid Services are governed by the provisions in the Service T&Cs.

**15.4.** The exclusive place of jurisdiction for disputes arising from or in connection with these Platform T&Cs and the framework agreement based on the Platform T&Cs is Würzburg (Germany) if the Customer is a merchant within the meaning of the German Commercial Code (HGB).

**15.5.** These Platform T&Cs are subject to the law of the Federal Republic of Germany to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

**15.6.** Should a provision of this framework agreement (including any annexes to the framework agreement and/or any additional agreements made upon conclusion of the contract), or a provision subsequently incorporated into it be or become invalid in

whole or in part, or should a loophole in this contract become apparent, this shall not affect the validity of the remaining provisions. The Parties are aware of the case law of the Federal Court of Justice, according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the Parties to maintain the validity of the remaining contractual provisions under all circumstances and thus to waive Section 139 BGB in its entirety. In place of the invalid provision or to fill the gap, a valid and enforceable provision shall be agreed that comes closest in legal and economic terms to what the Parties intended or would have intended according to the meaning and purpose of this framework agreement if they had considered this point when concluding the framework agreement.

**15.7.** The Platform is operated and managed by [Koenig & Bauer]. The Platform and its content comply with the requirements of

German law. Koenig & Bauer assumes no responsibility for the fact that information and/or documentation from the Platform may also be accessed or downloaded from locations outside Germany. If Customers access the Platform from locations outside Germany, they are solely responsible for compliance with the relevant regulations under the respective national law. Access to information and/or documentation on the Platform from countries where such access is illegal is not permitted. In this case and if the Customer wishes to enter into business relations with Koenig & Bauer, the Customer should contact Koenig & Bauer representatives in the respective country.

**15.8.** By signing this agreement, the signatory of the Customer also assures his power of representation for the conclusion of this framework agreement.

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# Appendix to section 3.3

## "Export control reservation and re-export"

1. The Parties are obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German, EU law and any locally applicable legal system; this also applies with regard to U.S. law, insofar as this is compatible with German or EU law ("**Applicable FTL** "). The effectiveness of this service agreement and the obligation of Koenig & Bauer to provide the Services and deliveries offered are subject to the proviso that the Applicable FTL does not prevent the entry into and fulfilment of the contractual obligations.
2. The Customer is obliged to provide Koenig & Bauer immediately with all information and documents required to comply with the Applicable FTL when exporting, importing and re-exporting or transferring the goods.
3. Delays or non-performance due to the examination of admissibility under foreign trade law or authorization procedures shall suspend delivery or performance dates and deadlines, unless Koenig & Bauer is at fault for the delay/non-performance. With regard to such delays or non-performance resulting from compliance with the Applicable FTL, claims for expenses and damages are excluded; notwithstanding this, reference is also made to the provisions on limitation of liability in this respect.

4. The Customer assures that all goods that are subject to export restrictions under Applicable FTL will be used exclusively in the country of destination agreed with the Customer and will remain there. If the Customer intends to re-export the same goods at a later date, he is obliged to comply with the Applicable FTL.

5. The Customer may not directly or indirectly sell, export or re-export contractual goods that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 to the Russian Federation or for use in the Russian Federation.

If Koenig & Bauer transfers intellectual property rights, trade secrets or other information within the meaning of Art. 12ga of Regulation (EU) No. 833/2014 to the Customer or grants Koenig & Bauer corresponding access or re-use rights to intellectual property or trade secrets, the Customer may not transfer these rights and trade secrets directly or indirectly to the Russian Federation or for use in the Russian Federation and the Customer is obliged to pass this prohibition on to its own Customers.

Furthermore, the Customer may not directly or indirectly sell, export or re-export contractual goods that fall within the scope of Art. 8g of Regulation (EC) No. 765/2006 to Belarus or for use in Belarus.

The Customer shall use its best endeavors to ensure that the purpose of the first, second and third sentences is not frustrated by third parties further down the commercial chain, including by potential resellers.

The Customer undertakes to establish and maintain an appropriate monitoring mechanism to detect behavior by third parties in the wider chain of commerce, including potential resellers, that would defeat the purpose of the first, second and third sentences.

In the event of a breach of the obligations set out in this paragraph, Koenig & Bauer is entitled to withdraw from the contract and to demand a contractual penalty amounting to 30% of the total value of the contract or the price of the exported goods, whichever is higher. The contractual penalty shall be set off against any claims for damages in accordance with section 6 below.

6. In the event of non-compliance with the above obligations or incorrect information, the Customer shall be liable for all damages incurred by Koenig & Bauer as a result, including any public charges and penalties and fines.

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