

# Terms and Conditions for the Use of Remote Services

**Version: January 2022**

## 1. Scope of application

1.1. To enhance the operational readiness of the products ("machines") delivered by Muller Martini AG or its affiliates ("MM") to customers who ordered these products ("customers"), these customers can be linked to MM's Remote Line Service portal if the technical requirements are met. Remote Services cannot replace regular maintenance and operational safety checks of the machines / equipment.

## 2. "Remote Line" services

2.1. If any problems should arise with the functioning or operation of the machines, their current status and any malfunctions can be identified via remote internet access. MM analyses the captured data and processes for any discrepancies between the actual and target statuses.

2.2. MM is released from its obligation to provide Remote Line services if no connection can be established with the customer's system for reasons for which MM cannot be held responsible. This in particular applies if the internet connection is interrupted or a system is infected by viruses, Trojan horses or similar malware.

## 3. Services that are not included

3.1. The fact that the machine is connected to the Remote Line service portal does not guarantee that fault can be diagnosed or remedied by Remote Line. MM informs the customer if the machine cannot be repaired (fully) through its telecommunication measures and telephone support.

3.2. At the request of the customer, MM recommends other maintenance or repair measures to restore the proper operation of the machine and helps the customer with their implementation.

3.3. If requested by the customer, these services are provided by an MM technician. MM provides

such additional services against payment of an additional, performance-based fee calculated in accordance with MM's current rates and based on MM's general terms and conditions of installation and its - supplementary – GTC and payment conditions.

## 4. Alterability

4.1. The range of functions and the connected machines is specified in the network plan for the equipment, but varies according to the machine. The customer is aware of and accepts the fact that the range of functions can change over time. The range of Remote Line functions currently specified by MM that can be handled technically by the machine in question is deemed to be the agreed range of functions.

## 5. Availability

5.1. The availability and scope of the Remote Line services are governed by the contract concluded between the customer and the competent sales representative as well as MM's applicable general terms and conditions.

## 6. Online communication

6.1. Remote Line support is offered via an internet connection.

6.2. The customer is responsible for the provision and maintenance of the IT infrastructure needed to perform the services, and must in particular provide internet access that complies with MM's technical system specifications. This obligation does not apply to the hardware and software components provided by MM.

6.3. The remote system must always be switched on to ensure the availability of the remote connection. This is periodically monitored by MM.

6.4. Data transfer: The parties are responsible for the maintenance and operation of their equipment. The services are based on the state of the data

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Untere Brühlstrasse 17 | 4800 Zofingen, Schweiz | Telefon +41 62 745 45 45  
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transfer technology at the time the contract is concluded. This will be adjusted to technical progress as needed. MM defines the minimum requirements regarding the data connection such as bandwidth, transfer protocol etc. The customer must bear the resulting costs, e.g. the costs for the data connection and the data transfer.

## **7. Confidentiality and data security**

7.1. User identification: The customer's employees need a password to use Remote Line. The customer must ensure that the passwords and all relevant user identification parameters can only be accessed by authorized persons. Passwords are confidential and may not be disclosed to third parties. If required, a multi-factor authentication is needed.

7.2. Everybody who uses a password to identify themselves is deemed an authorized person by MM and all entries made or instructions given by users who identified themselves in this manner are deemed to have been made by the customer.

7.3. Confidential treatment incl. consent of Customer to use of customer data by MM: After the installation of the goods delivered at customer's site and connection to the Remote Services-System these goods delivered transmit data at regular intervals. Such data are used for purposes of trouble shooting and failure analysis in case of malfunctions, continuous quality improvement of the goods delivered and Customer Relationship Management. The extent of the data transmitted depends on the functionality of the machine.

The following data could be exchanged

- a) Diagnosis Data (e.g. status- and fault messages, counter values etc.)
- b) Environmental data (e.g. temperature, humidity etc.)
- c) Operational data (machine status, machine speed etc.)
- d) Specific technical data such as software versions, licenses, machine configuration and technical job data etc.)

7.4. Business related job data and personal data are not transmitted.

7.5. However, business related job data pertaining relevant product-related data may be exchanged as part of the technical support provided in accordance with section 1.

7.6. The Customer expressly consents with placing the order to the collecting, transfer, saving and use of customer data by MM and its affiliated companies. MM undertakes to treat customer data confidentially.

7.7. MM may use general know-how unrelated to any specific products that is gained from the operation of the Remote Line service to improve its own products and services

7.8. Protection against malware: MM and the customer will implement state-of-the-art technical measures to protect the systems of MM and the customer against malware attacks ("malware").

## **8. Customer's obligations to cooperate**

8.1. Initialization mode: When needed, Remote Line support is initialized by a service request or a telephone call by the customer to the local service organization. MM needs direct access to the machine control in order to make any changes and solve problems. The customer consents to this procedure by transmitting a service request to machine control or the remote terminal. Such a connection can also be permanently established during commissioning of the machine or separately when agreed by the customer.

8.2. Support for error messages: The customer undertakes to actively help and support MM when it diagnoses faults and takes corrective action by remote maintenance.

8.3. The customer must stay with the machine during the entire maintenance process and remain in constant communication with MM's service technician.

8.4. The customer must help to remedy errors as much as possible. The customer must provide technically trained staff to do this. Support for error messages is given in German or English as requested by the customer. Support availability in the other local languages cannot be guaranteed.

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8.5. If MM provides faulty "Remote Line" services and a customer machine is damaged, its functions are impaired or an existing defect is made worse through the service by Remote Line, the customer must inform MM without delay and provide a detailed description of the error. MM will then try to remedy the situation by performing the services set out in section 1.

8.6. Guarantee of security / supervisory obligations: The customer must inform MM without delay if the "Remote Line" services could endanger persons and property.

8.7. If needed to ensure the performance of the services, the customer must provide tools and specialists trained in the operation of the equipment free of charge.

## **9. Licensing of "Remote Line" Software**

9.1. Right of use: The customer is given a simple, time-limited and non-exclusive right to use the software program for the term of the "Remote Line" contract.

9.2. Limited right of use / software integrity: Unless provided otherwise by the Swiss Copyright Act (URG), the right of use granted to the customer in particular does not include the right to alter the software in whole or in part, to translate, reverse engineer, further develop, decompile or disassemble the software or to produce work derived from the software. The customer is also not authorized to issue sub-licenses.

9.3. The customer further undertakes to refrain from changing or removing MM's designation, copyright notices, ownership notices and license conditions.

9.4. Software defects: The customer is aware of the fact that it is currently technologically impossible to guarantee the error-free and uninterrupted operation of the software. The technical data, specifications and service descriptions provided in MM's user manuals and other documentation do not serve as guarantees.

MM will deliver and maintain the software in a condition that guarantees its use in accordance with the contract. The maintenance obligation does not include the adjustment of the software to changed

operational conditions and technical and functional developments such as changes to the IT environment, in particular changes to the hardware or operating system, changes needed to live up to the functions offered by competitors' products, or changes to ensure compatibility with new data formats.

No-fault liability for damages for defects that already existed when the contract was signed is excluded.

9.5. Commercial property rights of third parties: The customer must inform MM in writing without delay of any claims asserted by third parties based on the alleged infringement of intellectual property rights pertaining to Remote Line.

If necessary, the customer will authorize MM to ward off third-party claims and provide MM with appropriate and reasonable support. If MM considers the third-party claims to be justified, MM can choose whether to acquire the rights to continue to use the software at its own cost, make reasonable changes to the software or exchange the software, or indemnify the customer against third-party claims arising from the contractual use of the software.

## **10. Services provided**

10.1. MM provides Remote Line services in accordance with generally accepted technical rules. MM will remedy any "Remote Line" services that were improperly provided free of charge.

10.2. The maintenance of the machine by "Remote Line" service does not establish any new guarantee by MM. The repair of a fault by MM after the expiry of the contractual warranty period also does not imply any waiver by MM of its right to invoke the statute of limitation.

## **11. Limitation of Liability**

11.1. MM is liable for intentional and gross negligence. MM is only liable for slight negligence if it breaches a material contractual obligation which is essential for the proper performance of the contract and may be regularly expected by the customer as well as for damage arising from injury to life, body or health.

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11.2. Liability for slight negligence is limited to the amount of the foreseeable damage, the typical occurrence of which must be taken into account. The above rules also apply to MM's vicarious agents.

## **12. Transfer or rights**

12.1. MM is authorized to assign rights and obligations under the "Remote Line" contract to third parties.

## **13. Termination**

13.1. After one year, a contract concluded in accordance with section 1 is renewed for another year unless one of the parties terminates the contract by giving three months' written notice to the end of the year.

13.2. The right to terminate the contract without notice at any time for good cause is reserved. The termination of the contract for whatever reason does not release the customer from the obligation to pay for Remote Line services that have already been provided and also does not entitle the customer to demand the return of any fees already paid.

## **14. Reference**

14.1. Unless agreed otherwise in these terms and conditions of use, the General Conditions of Sale and Delivery of Machines and Spare Parts of MM apply which can be found here.

## **15. Partial invalidity**

15.1. If individual provisions of these terms and conditions of use should be ineffective or incomplete, or should be or become impossible to perform, this will not affect the validity of the remaining provisions. In this case the ineffective provision will be replaced by a new provision that most closely represents the economic purpose of the ineffective provision.

## **16. Applicable law, place of jurisdiction**

16.1. The exclusive place of jurisdiction for all disputes arising from or in connection with these General Conditions for Remote Services shall be the registered place of business of MM.

16.2. MM shall also be entitled to institute legal proceedings at the customer's general place of jurisdiction.

16.3. These General Conditions for Remote Services are subject to Swiss substantive law.

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