

# Connect IoT Solutions Subscription Agreement

(Edition: 09/2024)

This Connect IoT Solutions Subscription Agreement (this "Subscription Agreement") supplements the Coperion Process Solutions LLC Standard Terms and Conditions or any other terms and conditions, signed by both parties, in lieu of Coperion Process Solutions LLC Standard Terms and Conditions, and made applicable to a Purchase Order ("Order") accepted by Coperion.

## I. Acceptance

1. This Subscription Agreement is entered into between you ("You" or "Customer") and Coperion Process Solutions LLC, 7901 NW 107<sup>th</sup> Terrace, Kansas City, Missouri ("We" or "Coperion"). This Subscription Agreement controls all Connect IoT Solutions ("Services") licensed by You from Coperion.
2. By accepting this Subscription Agreement, or by accessing and/or using the Services, You agree to be bound by this Subscription Agreement. If You are entering into this Subscription Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Subscription Agreement for that Entity and representing to Coperion that You have the authority to bind such Entity to this Subscription Agreement, in which case the terms "Customer", "You" and "Your", or a related capitalized term herein, shall refer to such Entity, its affiliates and end users. If You do not have such authority, or if You do not agree with this Subscription Agreement, You must not accept this Subscription Agreement and may not use any of the Services
3. Notwithstanding any other terms and conditions, in the event of conflicts, the provisions of this Subscription Agreement take precedence and prevail over any other terms and conditions attached to an Order.
4. We may amend this Subscription Agreement from time to time, in which case the new Subscription Agreement will supersede prior versions. We may modify this Subscription Agreement by providing notice to You, by posting the updated Subscription Agreement at <https://fpm.coperion.com/coperion-terms-and-conditions/>, sending you a renewal notice communication or using other similar means. By using the Services after the effective date of the new Subscription Agreement, you agree to be bound by the most recent version of the Subscription Agreement. You are responsible for reviewing and becoming familiar with any such modification.

## II. Grant of Usage Rights for Services

1. Coperion grants you a non-exclusive, non-transferable right to use the Services, solely for Your internal business purposes, subject to the terms and conditions of the Subscription Agreement. All rights not expressly granted to you are reserved by Coperion and its licensors. Use or access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside of Coperion's country of residence, you do so at your own risk and are solely responsible for compliance with local laws and regulations.
2. An Internet connection is required for use of the Services. You are responsible for procuring and maintaining the network connections that connect You to the Services, including, but not limited to, software that supports Internet protocols used by Coperion and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You or your users of any upgrades, fixes or enhancements to any such Services or for any compromise of data transmitted solely across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Coperion. We disclaim any and all responsibility for the reliability or performance of any connections as described in this section.
3. You are solely responsible for maintaining the security of your computer system. Our transmission of the Services shall not constitute a representation or warranty by Coperion regarding the security of Your computer system, including, but not limited to, any representation or warranty regarding your computer system's protection against intrusions, virus threats, or any other security threats.

## III. Customer Obligations

1. You are obligated to provide truthful information when subscribing for Services and to notify Coperion without undue delay about all

changes to the information requested in the course of this Subscription Agreement. If use of the Services is restricted to a specified number of individual end users under Your subscription to the applicable Service, You agree and acknowledge that each end user will be identified by a unique username and password ("Login") and that a Login may only be used by one (1) individual. You will not share any Login among multiple individuals. Login data (including passwords) must be protected by You against disclosure to third parties and in such an event must be replaced with other login data (in particular new and safe passwords) without undue delay.

2. Customer is obligated to comply with applicable laws and to consider the rights of third parties when using the Services. In particular, the Customer may not:
  - a. use offensive or defamatory content, irrespective of whether such content refers to;
  - b. use pornographic, violating, abusive or immoral content or content that violates youth protection laws or promote, offer and/or distribute pornographic, violating, abusive or immoral products or services or products or services that violate youth protection laws;
  - c. unreasonably harass other users;
  - d. conduct or encourage actions that violate competition laws;
  - e. publish or distribute any kind of malware, including viruses and spyware or any other form of program code.
  - f. modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks;
  - g. falsely imply any sponsorship or association with Coperion;
  - h. use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components;
  - i. use the Services to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103;
  - j. attempt to use, or use the Services in violation of the Subscription Agreement;
  - k. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized end users or affiliates as expressly permitted by this Subscription Agreement; or
  - l. use the Services to process data on behalf of any third party.

Sharing screenshots, downloads, or other forms of copying, duplicating, or replicating the Services, any documentation or other related services publicly, or otherwise outside of Your organization, is strictly prohibited.

3. You are responsible for compliance with the provisions of this Subscription Agreement by Your end-users and for any and all activities that occur under Your account. Without limiting the foregoing, You are solely responsible for ensuring that use of the Services to store and transmit data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with end-users.
4. You are solely responsible for the accuracy, content and legality of all Customer data. You represent and warrant to Coperion that the You have all necessary rights, consents and permissions to collect, share and use all Customer data and that no Customer data will violate or infringe any third party intellectual property, publicity, privacy or other rights.
5. You take adequate measures to avert and reduce damages. In particular, You should regularly create backup copies of data processed via the Services.

## IV. Warranties/Limitation of Liability

1. Services are not intended to replace the appropriate evaluation and maintenance of the machines / equipment of the Customer or a third party. You will take adequate measures to confirm and/or validate the data shown on the Services before conducting or omitting maintenance and repair.
2. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY**

**WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS SUBSCRIPTION AGREEMENT.**

**3. UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL WE OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU, OR ANY AFFILIATE OR END USER, FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, INCURRED IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.**

**4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SUBSCRIPTION AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COPERION'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, END USER OR ANY THIRD PARTY, ARISING OUT OF THIS AGREEMENT OR THE SERVICES, SHALL IN NO EVENT EXCEED THE LESSER OF; A) THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY or; B) \$1,000.00. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS SUBSCRIPTION AGREEMENT BETWEEN THE PARTIES, AND LIMIT POTENTIAL LIABILITY, GIVEN THE SUBSCRIPTION CHARGES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS SUBSCRIPTION AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO YOU, YOUR AFFILIATES AND END USERS AND SHALL BE CUMULATIVE.**

#### **V. Intellectual Property Rights / Feedback**

1. Each party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You and end users to use the Services under this Subscription Agreement do not convey any additional rights in the Services or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Services as expressly stated herein, all rights, title and interest in and to the Services and all hardware, software and other components of or used to provide the Services, including all related Intellectual Property Rights, belong exclusively to Coperion and/or its licensors. No license or right is granted by estoppel, implication or otherwise and all rights not expressly granted are reserved.
2. Whenever You or end users interact with the Services, We reserve the right to collect and record usage data, including but not limited to, that information related to the length of time that procedural steps take, the number of procedures executed, the specific features of the Service utilized by end users and the types and frequency of errors that occur ("Usage Data"). When We collect Usage Data, We only do so in aggregate form, and not in a manner that would identify end users personally.
3. When You use the Services, the Services may generate data, including analytics, instructions, and suggestions based on Your data that Coperion may use in addressing and improving the

quality and productivity of outcomes ("Subscriber Output"). We may anonymize Usage Data and your Subscriber Output (collectively "Aggregated Data"). We will generate Aggregated Data solely to assess and improve the use, functionality, and provision of the Services. You give Coperion a perpetual, irrevocable, worldwide, transferable, non-exclusive, paid-up license to use the Aggregated Data, to the extent it does not contain any of Your Confidential Information. If such Aggregated Data contains any such Confidential Information any license to use such shall only be agreed to on a case by case basis and subject to each party's confidentiality obligations.

4. All Customer data generated by the Services will remain, as between, Customer and Coperion, owned by Customer. Customer grants Coperion the limited license to process, transmit, and store Customer data to provide the Services to Customer and as otherwise provided in this Subscription Agreement. Coperion must also comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law in the handling of any Customer data.
5. In the event the Customer, in connection with the Services, communicates to Coperion suggestions for improvements relating to the Services, Coperion shall be entitled to use such feedback in its discretion and without restriction.

#### **VI. Term and Termination**

1. The agreement on the use of the Services generally have an initial term of one (1) year, calculated from the coming into force of this Subscription Agreement ("**Initial Term**") if not agreed otherwise.
2. On expiration of the Initial Term, the Subscription Agreement will automatically renew for additional period(s) ("**Renewal Term**") for the same duration as the Initial Term, unless a party provides the other Party with notice of non-renewal at least ten (10) days prior to the expiration of the Initial Term or the Renewal Term, as applicable.
3. Either Party may terminate the Subscription Agreement for cause upon thirty (30) days' prior written notice if the other Party is in material breach of the agreement and the material breach remains uncured at the expiration of the 30 day period.
4. We reserve the right to temporarily suspend Your access to and use of a Services if We determine that:
  - a. malicious software is connected to Your account;
  - b. there is a threat or attack on any of the Services;
  - c. Your (or an end user's) use of the Services disrupts or poses a security risk to the Services or any other Coperion customers or vendors;
  - d. You (or any end user) is/are using the Services for fraudulent or illegal activities;
  - e. subject to applicable law, You have ceased to continue Your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, liquidation, dissolution or similar proceeding;
  - f. Our provision of the Services is prohibited by applicable law; or
  - g. You breach the terms of this Subscription Agreement.
5. Coperion reserves the right to temporarily or permanently deactivate access to the Services for security reasons (e.g. in the event of gaps in security) or other important reasons. The provision and use of the Services may be subject to restrictions with regard to the current state of the art beyond the scope of Coperion' control. This relates in particular to the availability of the data connections provided by carriers, the network and Internet access. In individual cases, the non-availability of the network can lead to the Services not being available as the necessary data transfer cannot occur. In addition, short-term capacity bottlenecks can arise from peak loads on the Services, wireless and fixed networks and on the Internet. Disruptions can also arise due to force majeure, including strikes, lockouts and official orders, and on account of technical and other measures (e.g. repairs, maintenance, software updates, and extensions) necessary on Coperion' systems or those of downstream or upstream providers, content providers and network operators, which are necessary for the proper or improved performance of the Services.

#### **VII. Additional Terms**

1. This Subscription Agreement includes, and incorporates by reference: (a) the [Connect IoT Solutions U.S. Privacy Policy](#); and (b) the [Connect IoT Solutions U.S. Privacy Disclosure](#).
2. You will comply with the applicable provisions of data protection law when using the Services. In this respect, Coperion is not the responsible party within the meaning of Art. 4 No. 7 GDPR.
3. Coperion and Customer will protect each other's confidential information from unauthorized use, access or disclosure in the same manner as each protects its own confidential information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Subscription Agreement, Coperion and Customer may only use each other's Confidential Information solely to perform its respective obligations under this Subscription Agreement and will disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such confidential information and who are bound by confidentiality obligations to a party and which are intended to prevent the misuse of such Confidential Information.; or (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. If a party is required to disclose confidential information under (b) or (c) of this Section, it will give the other party prompt notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy concerning such disclosure. The obligations in this Section will survive termination or expiration of this Subscription Agreement.
4. This Subscription Agreement, together with any order forms and terms incorporated by reference constitutes the entire agreement, and supersedes any and all prior agreements between You and Coperion with regard to the subject matter hereof. The Subscription Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation Customer provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by you with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind except as may otherwise be expressly provided herein.
5. If any provision in this Subscription Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Subscription Agreement shall remain in effect. No waiver by Coperion under this Subscription Agreement will be valid or binding unless set forth in writing. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of Coperion in any other respect or at any other time. Any delay or forbearance by Coperion in exercising any right hereunder will not be deemed a waiver of that right.
6. Coperion and Customer are independent contractors. This Subscription Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between them.
7. This Subscription Agreement is governed by the laws of the State of Missouri, without reference to conflict of laws principles. Any disputes under this Subscription Agreement shall be resolved in a court of general jurisdiction in Kansas City, Missouri. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Subscription Agreement or access to or use of the Services by You or end users.
8. Coperion and Customer acknowledge that the covenants set forth in this Subscription Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Subscription Agreement.
9. Obligations under any provisions in this Subscription Agreement which contemplate performance after termination of this Subscription Agreement will survive termination or expiration hereof.