

Freemium Terms of Use

of Transaction-Network GmbH & Co. KG · for Manufacturers invited by an Operator · valid from 1 November 2026

English translation. Only the German version is legally binding.

Preamble

Transaction-Network GmbH & Co. KG, Industriepark 312, 78244 Gottmadingen (hereinafter: TN) operates a platform on which manufacturers of machines and components, the companies that operate these machines, and material suppliers work together. These terms govern the free-of-charge access of a Manufacturer that an Operator has invited to the Platform. By checking the box during registration, the Manufacturer agrees to these terms. The General Terms and Conditions of TN (GTC) apply to Manufacturers with a contract of their own.

Section 1 Subject Matter

- (1) An Operator registered on the Platform may invite Manufacturers, that is, machine manufacturers or system suppliers with which it has a business relationship, to use the Platform. These terms govern access to and use of the Platform by the invited Manufacturer.

Section 2 Definitions

- (1) "Manufacturer" means a machine manufacturer or system supplier that has been invited to the Platform by an Operator and has accepted these terms.
- (2) "Operator" means a company registered on the Platform that operates machines and invites Manufacturers to the Platform.
- (3) "Platform" means the platform of TN, including all software, interfaces, data rooms and functions, in the version applicable from time to time. In all other respects, terms have the meaning given to them in the GTC.

Section 3 Freemium Access

- (1) TN provides the Manufacturer with access to the Platform within the Freemium scope of functions. Use is free of charge for collaboration with up to three Operators.
- (2) Collaboration with the fourth and each further Operator requires a contract under the GTC with remuneration in accordance with TN's Price List as applicable from time to time. The contract requires the Manufacturer's express consent; no payment obligation arises automatically.
- (3) Without such a contract, the Manufacturer may continue to submit data, documents, prices and availability for the fourth and each further Operator. In that case, it receives orders, enquiries and tickets from these Operators by email rather than via the Platform. Collaboration with the first three Operators remains unaffected. TN shall in no event block the Machines of an Operator.
- (4) TN is entitled to adjust the Freemium scope of functions with 30 days' advance notice. In the event of material restrictions, the Manufacturer shall have a right of extraordinary termination.

Section 4 Right of Use

- (1) TN grants the Manufacturer a simple, non-exclusive, non-transferable right, limited to the term of this agreement, to use the Platform. Passing on access data or rights of use to third parties outside the Manufacturer's own company is not permitted. All rights to the Platform, including software, design and content, remain with TN.

Section 5 Obligations of the Manufacturer

The Manufacturer shall:

- a. use the Platform solely for lawful business purposes;
- b. keep access data secure and protect them from access by third parties;
- c. provide complete and up-to-date data for connected Machines;
- d. inform TN without undue delay if there is any suspicion of misuse of the access data.

Section 6 Non-Exclusivity

- (1) TN is entitled to offer the Platform to other companies as well, including competitors of the Manufacturer. The Manufacturer does not acquire any exclusive rights under this agreement.

Section 7 Marketing Use of Name

- (1) The Manufacturer grants TN the right to use the Manufacturer's company name and logo for reference and marketing purposes, in particular on the website, in presentations, case studies, social media channels and sales materials. This right may be revoked in writing at any time with 30 days' notice; materials already published need not be amended retrospectively.

Section 8 Data, Data Protection, AI

- (1) All data submitted to the Platform by the Manufacturer remain its property. Data attributable to an inviting Operator remain the property of that company; the Manufacturer may access them only to the extent expressly permitted by the Operator.
- (2) Within an Operator's Account, the Manufacturer only receives access to its own Machines; Section 12 (7) of the GTC applies mutatis mutandis.
- (3) TN does not pass on any data of the Manufacturer to third parties, with the exception of sub-processors under the Data Processing Agreement. TN processes contact details of the Account holder for the performance of this agreement in accordance with the GDPR. TN processes personal data which the Manufacturer introduces on the Platform as processor; TN's Data Processing Agreement, which the Manufacturer accepts upon registration, applies.
- (4) TN is entitled to use anonymised and aggregated usage data for the further development of the Platform. Section 11 of the GTC applies mutatis mutandis to AI systems of the Platform.

Section 9 Liability

- (1) As TN provides access to the Platform within the Freemium scope free of charge, TN is liable exclusively for intent and gross negligence. A commitment regarding availability or service levels applies only under a contract pursuant to the GTC.

Section 10 Term and Termination

- (1) These terms apply for an indefinite period and may be terminated by either party at any time with 30 days' notice in text form (including by email).
- (2) Following termination, the Manufacturer may export its own data within 30 days; thereafter, TN is entitled to delete these data unless statutory retention obligations preclude this. Data owned by the inviting Operator remain unaffected by this provision.

Section 11 Miscellaneous

- (1) TN may amend these terms with 30 days' advance notice. In the event of material changes, the Manufacturer shall have a right of extraordinary termination.
- (2) These terms are not transferable to third parties. Should any provision be invalid, all other provisions remain unaffected.
- (3) These terms are governed by German law; the place of jurisdiction is Singen (Hohentwiel).
- (4) This version applies from 1 November 2026. Manufacturers that have agreed to an earlier version will receive this version in accordance with paragraph (1) with 30 days' advance notice.