

# my.ammann.com End User Agreement

By ticking the box “I have read and hereby acknowledge and consent to the End User Agreement”, or by accessing or using the Digital Offering (as defined below), you consent to be bound by this my.ammann.com end user agreement (**Agreement**). Further, you affirm that you are of legal age and have the legal capacity to enter into this Agreement. If you are entering into this Agreement on behalf of an entity, such as the company you work for, you represent to Ammann that you have the legal authority to bind that entity.

This Agreement is between a registered company or a registered customer (**you**) and Ammann Schweiz AG (**Ammann**). This Agreement defines your access to and use of my.ammann.com with all its features.

**Definition: Affiliate** means any legal entity that controls or is under the same control as Ammann, where “control” means majority ownership.

## 1. my.ammann.com

### Features and Functions

My.ammann.com is a web application that offers different features and functions depending on the target group, including but not limited to: information about Ammann products (dealer portal, sales assets, etc.), online shop, user and asset management, telematics services, customer-specific storage of documentation, links to third-party providers, news and updates on products (collectively: **Digital Offering**). My.ammann.com gathers data and information through its features and functions and presents such data and information, together with related functionality, through an online user interface.

### Right to use

If you want to use my.ammann.com, you must register first. You will be required to provide Ammann with certain registration information and define a password in order to create your account. After registration, your account is registered but locked. Ammann will verify your information and, if there is no objection, activate your account. This will give you the non-exclusive right to access and use the Digital Offering as defined in this Agreement. If you create your account based on an invitation from another confirmed my.ammann.com account, no activation from Ammann is needed.

Your credentials are personal and may not be shared with anyone. You are responsible for maintaining the confidentiality of all authentication credentials associated with your access to and use of the Digital Offering. You must promptly notify Ammann if you discover any possible misuse, loss or disclosure of your account or authentication credentials or any security incident related to the Digital Offering. The information you provide shall at any time be accurate and complete. You are prohibited from using your account in any unlawful, unethical or immoral way whatsoever.

Further, Ammann reserves the right to refuse to accept any Digital Offering Information that you may provide or restrict the Digital Offering’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction.

### Updates

Ammann may, at any time, modify, upgrade or release a new version of the Digital Offering, or upgrade, modify or remove any portion of its features and functions. Unless otherwise expressly and separately agreed by Ammann, any new version of the Digital Offering will be subject to the terms of this Agreement. If you do not wish to be subject to the terms of this Agreement with

respect to such new version of the Digital Offering, you may terminate this Agreement by deleting your account.

## **Registered Assets**

### **a.) Machines and Devices**

The machines or equipment owned, leased or otherwise controlled by you may be enrolled in your name under a registration (Registered Assets) in accordance with the policies and procedures made available by Ammann during the Term. Ammann may reject the enrollment of any Registered Asset if Ammann has reason to believe that: you do not have adequate rights to enroll the Registered Asset in the Digital Offering; or the Digital Offering does not support such Registered Asset.

### **b.) Mixing plants**

The mixing plants owned, leased or otherwise controlled by you may be provided in the Digital Offering (Registered Assets) by Ammann in accordance with the policies and procedures made available by Amman during the Term. Ammann may reject to provide a mixing plant if Ammann has reason to believe that: you do not have adequate rights to register a mixing plant in the Digital Offering; or the Digital Offering does not support the type of this mixing plant.

## **Deletion of your account**

If you violate this Agreement, Ammann may delete your account at any time. Further, Ammann has the right to delete accounts that are inactive for more than six months.

If you are an Ammann Dealer, Ammann also has the right to delete your account, if you have any outstanding balances or are otherwise in dispute with Ammann.

If your account is deleted, all rights granted under this Agreement to you will cease and you will no longer be able to retrieve any Submitted Digital Offering Data associated with your account. You then have 7 (seven) days from the deletion date to request the release of your remaining data from Ammann.

## **2. Data Processing**

### **Collection of Registered Asset Data and Other Data**

You acknowledge and agree that Ammann collects, transmits and processes information relating to the Digital Offering and the use of Registered Assets (collectively, **Digital Offering Information**) as further described in Ammann's Data Governance Statement applicable to the Digital Offering (**Data Governance Statement**), which is integral part of present Agreement. Except for User account information, you acknowledge and agree that the Digital Offering Information is not Personal Information and the Digital Offering Information is not intended to be Personal Information.

Digital Offering Information includes information (including associated data analytics):

- (i) collected from Registered Assets,
- (ii) collected from other sources (whether provided by third parties or Ammann)
- (iii) derived from or relating to access to or use of the Digital Offering,
- (iv) collected independent of the Digital Offering.

Digital Offering Information may consist of System Data, Operations Data, Personal Information and Location Data, or any combination thereof, each as defined and described in the Data Governance Statement.

### **Submitted Data**

For purposes of this Agreement, **Submitted Data** means the information that you input, upload, or otherwise provide to a system or platform, using the Digital Offering. This data is actively submitted by you, rather than being passively and automatically collected by the system. In particular, data collected from the AS1 and / or IoT systems are not considered Submitted Data.

You represent, warrant and covenant that:

- You have secured and will maintain all rights necessary to make available Submitted Data (including all Personal Information therein) to Ammann and its Affiliates.
- You are solely responsible for all Submitted Data, including:
  - (i) the accuracy, integrity, quality, legality, reliability, and appropriateness of Submitted Data,
  - (ii) creating and maintaining backups and copies of all Submitted Data, including for use in the event of a disaster or loss of Submitted Data stored in the Digital Offering,
  - (iii) adopting procedures to identify and correct errors and omissions in Submitted Data and correcting such errors and omissions.

The Digital Offerings are not designed for you to provide Ammann with sensitive Personal Information. Ammann requests that you refrain from providing sensitive Personal Information to Ammann through or by Digital Offerings or otherwise. Under no circumstances should free text fields in the Digital Offerings be used for the transmission of sensitive data.

### **Telematics Devices**

Transmission of information using a telematics device (including cellular, satellite, local area networks and other, comparable systems) may be subject to legal requirements (including with respect to radio frequency use authorization) that may vary from location to location. You agree to comply with all legal requirements relating to transmission of information using telematics devices, including limiting use of any such device to those locations where all legal requirements for the use of the device and related communications networks have been satisfied. Except to the extent prohibited by applicable laws, Ammann disclaims all liability related to any failure to comply with any legal requirements relating to transmission of information using telematics devices. If Ammann discovers any such non-compliance, Ammann may discontinue the transmission of information from that Registered Asset.

### **Remote Updates to Registered Assets and Telematics Devices**

To the extent not prohibited by applicable laws, Ammann may perform remote diagnostics and make available remote software and firmware updates and upgrades for Registered Assets, including telematics devices installed on Registered Assets. You acknowledge and agree that you choose to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) for your Registered Assets and associated telematics devices and authorize Ammann to remotely access, program and install updates and upgrades for the Devices and Assets in accordance with the Data Protection Statement. Ammann cannot guarantee that user preferences and configuration settings that have been established by you will be preserved following an update to Registered Assets, whether performed remotely or otherwise.

### **Communication Systems, Risk of Interception**

Some features of the Digital Offering require use of various communications systems, such as wireless telematics devices, satellite-based communication systems, internet service providers and other similar systems. Ammann uses various technologies and processes designed to secure communications within Ammann-provided communications systems. However, you recognize that data transmissions via such communication methods have an inherent risk of interception and/or interference and, therefore, may not be secure. You hereby consent to such communications and waive any claims that you may have against Ammann with respect to such communication. Ammann has no responsibility for the availability, quality or performance of communications services or equipment furnished by third-party communication carriers.

### **Legal Requests**

If Ammann or its Affiliates receive any order, demand, warrant, or any other document requiring the disclosure of Personal Information in the Submitted Data, Ammann or its Affiliates will promptly notify you (to the extent permissible under applicable laws), so that you may, at your

own expense, exercise such rights as you may have under applicable laws to prevent or limit such disclosure.

### **Ownership**

All data which is not personal information and does not categorize as Submitted Data belongs solely to Ammann.

## **3. Confidentiality**

You acknowledge and agree that all data from the Digital Offering (excluding Submitted Data), Digital Offering Background IP, and the terms and conditions of this Agreement are the confidential and proprietary information of Ammann and/or its Affiliates (**Confidential Information**).

You agree:

- (i) To protect Confidential Information from unauthorized dissemination and use,
- (ii) to use Confidential Information only for the performance of this Agreement and the exercise of any rights granted to you under this Agreement,
- (iii) not to disclose any Confidential Information to any of your employees, agents, contractors or any other individuals, if it is not absolutely necessary.

You will not be liable for disclosure of Confidential Information which:

- (i) you already knew without an obligation to maintain the information as confidential,
- (ii) you received from a third party, without breach of an obligation of confidentiality owed to Ammann or its Affiliates,
- (iii) you independently developed,
- (iv) is or becomes publicly known other than through your wrongful act.

## **4. Third-Party Software/Services; Data Exchange**

The Digital Offering may come bundled together with third-party (non-Ammann-branded) software or services (**Third-Party Software/Services**). The Digital Offering may permit the communication, transfer and exchange of certain Digital Offering Information between the Digital Offering and certain assets, devices or systems approved by Ammann for use in connection with the Digital Offering, including third-party APIs (**Third-Party Systems**). Ammann does not exercise control over the form or quality of any data or information (including the Digital Offering Information) generated by or transmitted to the Third-Party Software/Services, including through Third-Party Systems. Therefore, you agree to the following:

- You accept all limitations in the display and use of all data and information imported via Third-Party Systems.
- Ammann may restrict the volume and type of information transmitted to and from the Digital Offering if Ammann believes that such volume or type of information may adversely affect the performance of Ammann's systems, Third-Party Software/Services, Third-Party Systems, or the Digital Offering.

## **5. Intellectual Property Rights**

Ammann and its Affiliates retain all of their respective right, title and interest in and to the Digital Offering and all intellectual property rights in or pertaining to the Digital Offering or its use (**Digital Offering Background IP**). Examples of Digital Offering Background IP include, but are not limited to, the design, structure, "look and feel" and arrangement of the Digital Offering and all processes, tools, software, technology, confidential information and trade secrets pertaining to the Digital Offering, together with any custom developments created or provided in connection with or related to this Agreement. You have no right to, and will not, create any modifications,

extensions, or derivatives (including derivative works) of any of the Digital Offering Background IP nor to derive any technology from Digital Offering Background IP (such as modifications, extensions, derivatives (including derivative works) and technology).

## **6. Limited Warranty**

Subject to the terms and conditions of this Agreement, including receipt of all data and information from you required for Ammann to provide the Digital Offering, Ammann warrants to you that the Digital Offering shall conform in all material respects with Ammann's published user documentation for the Digital Offering (**Digital Offering Documentation**) located in the Digital Offering. Except to the extent prohibited by applicable laws, Ammann's sole obligation, and your sole and exclusive remedy, for breach of the foregoing warranty shall be that Ammann shall make commercially reasonable efforts to correct the non-conforming functionality of the Digital Offering without charge. Ammann does not guarantee a certain availability of the Digital Offering. Ammann does not provide any warranty that the Digital Offering will be free from errors or interruption (including interruptions due to cyberattacks or malicious code or otherwise) or be compatible with any hardware or software. Your access is at your own discretion and risk and you will be solely responsible for any damages to your information systems or assets or loss of data that results from such access or use. You are solely responsible for, and assume all risk related to, the proper operation, support and maintenance of the Registered Assets. Ammann does not guarantee any results, or the accuracy of any results, that you may obtain from the Digital Offering.

## **7. Liability**

Ammann shall only be liable for direct, immediate damage caused by a negligent breach of its obligations. However, the liability for indirect and mediate damages as well as for consequential damages, including but not limited to lost sales or profits, loss of use, capital cost or acquisition costs of substitute products or services, are excluded to the extent permitted by law. Further, the liability is in any case limited to the value of the contract.

## **8. Miscellaneous**

### **Force Majeure**

Neither party to this Agreement shall be responsible for any delays or failures to perform any obligation under this Agreement to the extent that such delays or failures result from any cause beyond such person or entity's reasonable control, including fires, blockages, embargoes, explosion, earthquake, storms or other elements of nature, acts of terrorism, wars, epidemics and pandemics, government requirements, civil or military authorities, strikes, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures.

### **Assignment**

Neither party to this Agreement may assign or transfer this Agreement or its rights or obligations under it, whether by contract or by operation of law, without the prior consent of the other party with the exception that Ammann may assign or transfer this Agreement or its rights or obligations under it without your consent to its Affiliates.

### **Notices**

You are responsible for ensuring that the email address and contact information in your account is accurate and current. Notices sent via email will be effective when sent regardless of whether actually received.

### **Language**

This Agreement is in the English language, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto.

**Severability**

If the application of any provision of this Agreement or portion thereof to any particular facts or circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then the parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most closely reflects the original intent of the parties with respect to the parties' economic and business interests, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

**Entire Agreement**

This Agreement, including all schedules and exhibits referenced herein, constitutes the full and entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, agreements or communications with respect to the subject matter of this Agreement.

**Governing law and jurisdiction**

This Agreement shall be governed by the substantial laws of Switzerland without any conflict of law provisions. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Any dispute arising out of or in connection with this Agreement shall be settled by the competent courts at the registered seat of Ammann.