

Terms and Conditions for the use of data by DMG MORI Group
(Version: July 2025)

You have chosen to order a machine tool from DMG MORI Group. As we have notified you prior to the conclusion of the Machine Supply Contract, each machine tool of DMG MORI Group is equipped with an activated and mobile connection that sends the data generated by your machine tool to DMG MORI. The individual machine-generated data are listed below. The machine-generated data are evaluated by DMG MORI for the purpose of providing follow-up services. You have consented to the transmission of machine-generated data as part of the agreement of the Machine Supply Contract

The data connection is based on the use of the following applications as a component and/or connection with the CELOS X control as well as the *IoTconnector* of your DMG MORI machine tool:

Type	Application
Remote maintenance	NETservice
Status monitoring	Messenger V4 SC
Customer portal	myDMGMORI
Store	DMG MORI Store
No Code Platform	TULIP
Software update	CELOS X
	CELOS OS
	MAPPS
	<i>IoTconnector</i>
	Virus definition (MS Defender)
Maintenance and operation	CELOS X admin center
	Device management
	Mobile management software

By means of these Terms and Conditions, we at DMG MORI Group would like to determine the use of the machine data via the aforementioned applications.

1. General provisions

- (1) The following Terms and Conditions constitute part of our Machine Supply Contract as an affiliate of DMG MORI AKTIENGESSELLSCHAFT, Gildemeisterstraße 60, 33689 Bielefeld/Germany ("**Licensee**"). We hereby reject your ("**Licensor**") conflicting terms and conditions if any.

- (2) The following Terms and Conditions shall only apply if the machine tools place of installation is within a member state of the European Union.

2. Subject matter

- (1) The Licensor grants the Licensee the use of the data specified below in accordance with these Terms and Conditions. For the purpose of such use, data are transferred between the machine tool under the delivery contract and the data cloud operated by DMG MORI Digital GmbH, Gildemeisterstraße 60, 33689 Bielefeld/Germany.

When communicating via the mobile connection, the following data are sent to DMG MORI:

Type	Signal	Example
Machine	Serial number of the machine	12340000123
	Controller type	Siemens 840D SL
	Installed software version	NCK_04.05.
	HMI language	German, English, ...
	Global base unit	Metric / inch
Machine status	Operating hours counter	2356485 s
	Switch-on hour meter	12356485 s
	Status display	GREEN/YELLOW/RED/BLUE
	Number of alarms	12
	Alarms and messages	"Alarm in plain text"
	Control mode	JOG / MDA / AUTO
	Machine execution status	Running, waiting, stopped
	Status of inner / outer coolant supply	on, off
	Coolant level	Full
	Spindle vibration data	e.g. green, yellow, red
	Power consumption	34 kwh
Process / productivity	Current workpiece counter	35
	Total workpiece counter	550
	Target quantity	50
	Current program duration	52m 36 s
	Spindle speed override	100%
	Rapid traverse override	100%
	Feed override	100%
	Active tool	720
	Name / path of the NC program	//drive:/j12345/op10.mpf
	Part counter / desired parts	05 / 10
	Active operating mode	Operating mode 1, 2, 3, 4

	Tool engagement time	3 min 20 s
	Workpiece name	//drive:/j12345
	Programmed messages	"Clamp the workpiece"
	M01	selected / not selected
	Rotational state	Clock- / counterclockwise /stop
	Program test	Active yes or no
	Test run feed rate	Active yes or no
	Single set SBL	Active yes or no
Maintenance/ service	Security/ software/ configuration updates	e.g. CELOS X, MAPPS
	Log files (machine, IoTconnector, CELOS X)	e.g. Logbook

- (2) The above data are collected while the machine tool is in operation.
- (3) We reserve the right to sample further, new data in addition to the data set out in the table above due to the ongoing enhancements of the applications. We will inform you in text form about the particulars of such data collection.

3. Provision of machine-generated data

- (1) The data are made available for the purpose of providing follow-up services, such as maintenance or repair services.
- (2) In addition, we collect the data for the further development of the services provided to you. This serves to improve the existing technology and to identify problem areas.

4. Rights of use

- (1) The Licensor hereby grants the Licensee a non-exclusive, transferable, sub-licensable, and irrevocable right, unlimited in terms of space or time, to use the machine-generated data provided in accordance with Section 2 of these Terms and Conditions for the purposes specified in Section 3 above. In particular, the above right of use entitles the Licensee to reproduce the machine-generated data, to use them for analysis and statistical purposes, for advertising purposes, to create the usage profile based on them by the Licensor and to use the machine-generated data to prepare offers to the Licensee for the optimized use of the machine tool.
- (2) The Licensee may store the machine-generated data.

- (3) The Licensor accepts that in the relationship between the Parties, all rights to the machine-generated data belong exclusively to the Licensee.

5. Accuracy of content

- (1) The Licensor is solely responsible for the accuracy of the content of the machine-generated data.
- (2) The Licensor undertakes to ensure that the aforementioned machine-generated data do not affect, restrict or infringe any third-party rights.
- (3) The Licensor will be liable in accordance with statutory provisions for any damage resulting from injury to life, body or health as well as in the event of fraudulent intent, willful intent or gross negligence and within the scope of statutory product liability (ProdHaftG). The Licensee will only be liable for slight negligence if this concerns essential contractual obligations, i.e. obligations that enable the proper execution of the contract and on the fulfillment of which the Licensor has relied and was entitled to rely as the purpose of this agreement otherwise would be jeopardized. The amount of liability is limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Otherwise, the Licensee's liability is excluded. In particular, the Licensee will not assume any liability for the machine-generated data leading to follow-up business for the Licensor or for the Licensor realizing any other success.
- (4) Insofar as the Licensee's liability is excluded, this will also apply to the personal liability of its legal representatives, its employees, assistants or any other auxiliary persons.

6. Remuneration

The rights of use to the machine-generated data are transferred free of charge.

7. Use / protection of personal data

No personal data will be collected under this agreement. In addition, the Licensee's privacy policy applies, available at www.dmgmori.com.

8. Term and termination of the contract

- (1) The agreement on the use of machine-generated data comes into force upon commissioning under the Machine Supply Contract. It is concluded for an indefinite period of time.
- (2) It may be terminated at any time with three months' notice, albeit for the first time with effect from the end of the day exactly five years after the date of commissioning of the machine tools.
- (3) Both Parties' to extraordinary termination without notice at any time for good cause will not be affected.
- (4) If this agreement ends, the Licensor will block or delete the machine-generated data so that they can no longer be viewed by the Licensor.

9. Confidentiality

The Licensee undertakes to treat any business and trade secrets as well as process sequences strictly confidential of which the Licensee may become aware when using the machine-generated data, not to make them accessible to third parties outside the performance of the contract and to use them exclusively for the purposes set out herein. The Licensee confirms that the information and machine-generated data of which it becomes aware will be used in accordance with the statutory provisions and that it will comply with the applicable data protection regulations.

10. Final provisions

- (1) Any and all legal relationships between the Parties are governed exclusively by the substantive law stipulated under the Machine Supply Contract.
- (2) The place of jurisdiction is the competent court in accordance with the Machine Supply Contract. However, the Licensee may also to bring an action at the place of the Licensor's registered office.