



PRODUCT APPENDIX G: ADAMOS STORE

Version 2022-03-25

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The following provisions apply only in the event that UMH products and/or services are transacted through the ADAMOS STORE.

1. Special features of the use of the ADAMOS STORE

- 1.1. The prerequisite for using the ADAMOS STORE is successful registration as a Participant on the ADAMOS platform by activating a user account.
- 1.2. The purchase of products via the ADAMOS STORE is based on a contract to be concluded between the Participant and the Provider, the content of which is governed by the Enterprise Agreement. A contract for the purchase of the Provider's products is concluded solely between the Participant and the Provider.
- 1.3. **Payment**
 - a. In the event of payment of a fee from the Participant to the Provider, invoicing for other services within the meaning of the Umsatzsteuergesetzes (German Value Added Tax Act) shall be carried out via ADAMOS for value added tax purposes by way of value added tax service commission within the meaning of § 3 Abs. 11a UStG.
 - b. However, the payment of the products shall be made exclusively between the provider and the participant. ADAMOS is not involved in the payment process and its settlement and does not act as a trustee, nor does ADAMOS initiate payment transactions or have access to payment accounts of the participants.
- 1.4. **Data Protection.** The Provider shall process the Participants' personal data processed in connection with the conclusion and performance of the contract between the Provider and the Participant in compliance with the requirements of the applicable data protection provisions, in particular the General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). All information on the processing of personal data by the Provider can be found by the Participant in the Provider's privacy policy at <https://www.umh.app/data-security>. The Customer warrants to UMH that, with respect to the personal data transferred by it, namely the Users, the requirements of data protection law have been complied with and any necessary consents have been obtained prior to setting up employee logins and user accounts and carrying out transactions via the ADAMOS Store, and in this respect



indemnifies UMH against any claims, including claims under public law, in the event of violations.

- 1.5. **Linkage to Participant Status of the Provider.** Each party is entitled to terminate the Enterprise Agreement at any time in accordance with § 314 BGB (German Civil Code) for good cause, in particular if the platform agreement of the customer with ADAMOS is extraordinarily terminated by ADAMOS for good cause,

2. Electronic business transactions

- 2.1. The products displayed in the ADAMOS STORE are merely an invitation to the Participant to make an offer to conclude a contract for these products with the Provider.
- 2.2. In order to make such an offer in the ADAMOS STORE, the Participant must place a product in the electronic shopping cart by clicking on the "Order Now" button. The Participant will then be redirected to an order overview where he/she can check, correct or cancel the order. By clicking the button labeled "Proceed to checkout", the participant is taken to another order overview, from which the participant submits a binding offer to conclude a contract with the provider by clicking the button labeled "Order subject to payment".
- 2.3. After submitting his binding order, the Participant shall receive an automatic confirmation of receipt of his order via e-mail from the ADAMOS STORE. Going through the order process does not yet lead to an effective conclusion of a contract, but merely represents a binding offer by the participant to conclude such a contract with the provider. ADAMOS forwards this offer to the provider. A contract between the Participant and the Provider shall only be concluded upon acceptance of the offer by the Provider with a separate e-mail, which the Provider shall communicate to the Participant by another e-mail via the ADAMOS STORE.
- 2.4. ADAMOS shall neither act as a representative nor as a vicarious agent of the Provider in the context of the conclusion of the contract and is not itself obligated to provide the service. In this respect, ADAMOS merely acts as a receiving messenger for the respective declarations of intent of the provider and the participant.
- 2.5. After the conclusion of the contract, the provider stores the text of the contract on his own systems, which are not accessible for the participant. The Participant can view his orders and contract data in his user account. However, the complete contract text is not accessible there. The participant must open this in a separate window in the step before clicking on the "Order with obligation to pay" button by clicking on the UMH's Enterprise Agreement and the UMH's privacy policy and print or save them independently.

3. Definitions



- 3.1. "ADAMOS" means the ADAMOS GmbH, Landwehrstraße 55, 64293 Darmstadt, Germany, entered in the Commercial Register of Darmstadt Local Court under HRB 96927
- 3.2. The "ADAMOS Platform" is the cloud-based platform of ADAMOS, which is operated under the name ADAMOS STORE and ADAMOS HUB. It comprises the entirety of central computers (servers), data, databases, computer programs, domain names, mobile applications and websites, which together enable the services offered within the meaning of 3.6 below; in addition, customers create their user accounts here.
- 3.3. The "ADAMOS STORE" is a digital marketplace for the sale of both software and software-as-a-service (hereinafter "apps") and other services by providers in the field of mechanical and plant engineering. The ADAMOS STORE includes the general presentation interface of the products as well as the shop-in-shops of the ADAMOS partners and, in addition, further functionalities for the providers to list and sell their products.
- 3.4. The "ADAMOS HUB" is a platform-independent integration layer for the purpose of easy and integrated access to digital products of different manufacturers from the mechanical and plant engineering industry. The ADAMOS HUB enables data exchange between machines, plants and apps and leaves the control and management of the data flows to the participant.
- 3.5. "Participants" are all parties involved in the ADAMOS Platform, providers, including ADAMOS itself, and customers who create a user account on the ADAMOS Platform and wish to offer their products or purchase products via the ADAMOS Platform and who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Participants can be both "providers" and "customers".
- 3.6. "Providers" are participants of the ADAMOS platform who offer and sell products via the ADAMOS STORE on the basis of a provider contract to be concluded separately with ADAMOS.