

**Terms and Conditions for the use of data by DMG MORI Group**  
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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:

<b>Type</b>	<b>Application</b>
Remote maintenance	NETservice
Status monitoring	Messenger V4 SC Condition Agent
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 Aktiengesellschaft, 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 tooling machine's 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
	Usage counter for components	Pallet changer, tool changer, etc.

- (2) Due to the continuous further development of the applications, it may become necessary to collect additional types of data not yet listed in the above table at the time of conclusion of the contract. The Licensee will inform the Licensor of the collection of such new types of data in text form at least 30 calendar days in advance, explaining the type, scope and purpose of the new data collection. The Licensor may object to the collection of new types of data within 30 calendar days of receiving the information in text form to [e-mail address/postal address]. In that case, the new types of data will not be collected. Such an objection will have no effect on the basic functions of the machine tool, the existing data collection pursuant to paragraph (1) or the provision of follow-up services pursuant to Section 3(1).
- (3) The above data are collected while the machine tool is in operation.
- (4) The Licensee is entitled to amend these Terms and Conditions where this is necessary due to technical developments, legal requirements, or for the purpose of improving data use. Amendments will be communicated to the Licensor in text form (within the meaning of Section 126b of the German Civil Code (BGB)) at least 30 days before they take effect. The Licensor may object to the amendments within 14 days of receipt of the notification in text form. If the Licensor does not object, the amendments shall be deemed approved. The Licensor will be expressly notified of the consequences of silence in the amendment notification.

### **3. Data Access by the Licensor**

- (1) The Licensor has the right to access the machine-generated data specified in Section 2(1) at any time and to download them in a common, structured and machine-readable format.

- (2) Access is provided via the customer portal myDMGMORI. The Licensee will provide the Licensor with the necessary access credentials, technical means and information free of charge.
- (3) Data access shall be easy and secure. The Licensee guarantees data access of the same quality as is available to the Licensee.

#### **4. 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.

#### **5. 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. The Licensee is furthermore entitled to use the machine-generated data in anonymised or aggregated form for the purpose of improving service quality, conducting error analyses, further developing products and software, and optimising maintenance and support processes, provided that the anonymisation or aggregation no longer allows conclusions to be drawn about identifiable natural persons. The use of machine-generated data under this Section shall be carried out in compliance with applicable legal provisions, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR), Regulation (EU) 2023/2854 (EU Data Act) and national data protection laws. Where the data allow conclusions to be drawn about identifiable natural persons, their processing shall only take place on the basis of a legal basis pursuant to Art. 6 GDPR and, where applicable, subject to the conditions of Art. 9 GDPR.

- (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.
- (4) The Licensee is entitled to disclose the machine-generated data, insofar as they constitute non-personal data, to the following third parties:
  - (a) group companies of DMG MORI Aktiengesellschaft;
  - (b) service providers supporting the Licensee in the provision of the services referred to in Section 4 (e.g. IT service providers, service partners).

The Licensee shall contractually obligate these third parties to comply with data protection and confidentiality standards equivalent to those governed by this agreement. The third parties may only use the data to support the purposes specified in Section 4 and not for their own purposes. Disclosure to any other third parties shall only take place with the prior consent of the Licensor in text form. The Licensee shall inform the Licensor upon request of the identity of the third parties to whom data have been disclosed..

## **6. 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 Licensee 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.

## **7. Data Disclosure at the Request of the Licensor**

- (1) The Licensor has the right to instruct the Licensee to disclose the machine-generated data specified in Section 2(1) to a third party designated by the Licensor ("data recipient").
- (2) The request must be submitted in text form to [professional-service.digital@dmg-mori.com](mailto:professional-service.digital@dmg-mori.com), specifying (a) the name and contact details of the data recipient, (b) a description of the data to be disclosed, (c) the purpose of the disclosure, and (d) the desired data format and transmission method.
- (3) The Licensee will comply with the request within 30 calendar days, provided there are no legal or technical impediments. Where there are impediments, the Licensee will notify the Licensor without undue delay and propose alternative solutions.
- (4) The Licensee may only refuse the disclosure if (a) it would violate mandatory law; (b) it would jeopardise the Licensee's trade secrets and no appropriate protective measures can be agreed; or (c) the data recipient is a gatekeeper within the meaning of Regulation (EU) 2022/1925 (Digital Markets Act).
- (5) The Licensee may charge the Licensor the direct, reasonable costs of the disclosure. These include the costs of reproducing and transmitting the data, but not the costs of the original data collection or production.

Legal basis: Art. 5 Regulation (EU) 2023/2854 (EU Data Act), applicable from 12 September 2025; Commission Guidance on Vehicle Data (CELEX 52025XC05026, applicable by analogy to connected industrial machines).

## **8. Remuneration**

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

## **9. Use and Protection of Personal Data**

- (1) The machine-generated data collected under this agreement are generally non-personal data within the meaning of Regulation (EU) 2023/2854 (EU Data Act). Where personal data within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) are collected in individual cases, their processing shall take place on the basis of Art. 6(1)(b) GDPR (performance of a contract) and/or Art. 6(1)(f) GDPR (legitimate interests of the Licensee in providing and improving the services).
- (2) Data subjects have the following rights pursuant to Art. 15–22 GDPR: right of access (Art. 15 GDPR), right to rectification (Art. 16 GDPR), right to erasure (Art. 17 GDPR), right to restriction of processing (Art. 18 GDPR), right to data portability (Art. 20 GDPR), and right to object (Art. 21 GDPR).
- (3) To exercise these rights, please contact: DMG MORI Digital GmbH, Data Protection Officer, Deckel-Maho-Straße 1, 87459 Pfronten, Germany, e-mail: [datenschutz@dmgmori.com](mailto:datenschutz@dmgmori.com). Further information is available at [www.dmgmori.com](http://www.dmgmori.com).
- (4) Data subjects also have the right to lodge a complaint with a data protection supervisory authority. Term and termination of the contract

## **10. 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.

- (5) Notwithstanding the above provisions, the Licensor may object to this agreement at any time without stating reasons in text form, thereby terminating the agreement with extraordinary effect. The objection must be sent in text form to: professional-service.digital@dmgmori.com. Upon receipt of the objection, the Licensee will cease data transmission within 14 calendar days. The Licensee may continue to use the data already transmitted and stored in accordance with Sections 4, unless the Licensor expressly requests their deletion.

## **11. 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. Where the Licensee discloses machine-generated data to third parties for the purpose of performing its own contractual obligations, it shall contractually bind these third parties to treat such data confidentially in accordance with the provisions of this Section 11.

## **12. 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.