

Agreement concerning the transmission and use of data

A. Introduction

TRUMPF and its affiliated companies (hereinafter mentioned as “TRUMPF”) offer their customers the possibility to transmit data from TRUMPF hardware, software, and services (hereinafter collectively mentioned as “TRUMPF products”) to TRUMPF via an internet connection. This data forms the basis for offering customers value-added services and improving TRUMPF products for the customers. TRUMPF aims to continuously expand and optimize its range of services.

To use these services, an internet connection and transmission of specific data to TRUMPF is required. Details concerning the transmission and use of the data are defined in this agreement.

B. In what ways can data be transmitted?

Data transmission occurs via a secure internet connection. Depending on the product, this transmission can take place between the TRUMPF product and TRUMPF in one or both directions. The type and volume of transmitted data depend on the activated functions approved by the customer, the product, and/or the used online services. The data is stored and processed in a secure environment. This ensures that the transmission, storage and processing of data are completely protected from unauthorized access and complies with the current standards for data security.

C. Which data will be transmitted?

TRUMPF transmits various types of data that are necessary for proper operation of systems, for the provision of services, or for continuous optimization of TRUMPF products. Data transferred within the scope of this agreement can be non-usage-based data (e.g. licensing data, product master data, etc.) or usage-based data (e.g. operating status, maintenance data, etc.). No data containing confidential content of the customer’s is transmitted.

A more detailed description of the data can be found in the technical documentation of the corresponding TRUMPF product or can be requested from a TRUMPF contact person. All transmitted data will be treated confidentially by TRUMPF in accordance with this agreement.

Collaboration based on trust is very important to TRUMPF. The technology used for data transmission also offers the option to send data beyond the described content. This type of confidential data may only be transmitted after receipt of a separate, explicit consent by the customer on a case-by-case basis. One example for such a case would be unplanned equipment downtimes, which could be restored more rapidly by transmitting such data and would thus benefit the customer.

D. Use of the data by TRUMPF

TRUMPF will

- transmit and use data to enable value-added services for the customer;
- not investigate nor reconstruct the customer's technical know-how;
- collect data in order to continuously improve TRUMPF products as well as their quality and to expand the range of other products;
- neither disclose data nor any results generated from the outcomes (analyses) to third parties without anonymization. Anonymization is performed in such a way that it is no longer possible to trace back the data to its origin. This does not apply to the disclosure of data to external service providers pursuant to section E;
- neither collect nor store any personal data. However, if the product requires personal data for a specific purpose, processing this data will be regulated in a separate agreement.

E. Agreement concerning the use of data

The customer agrees that the data described in the technical documentation may be transmitted, processed, and permanently used by TRUMPF. Occasionally, TRUMPF may involve external service providers for the processing of the data. They are obligated to maintain confidentiality and to comply with the provisions of this agreement regarding the transmission and use of data.

This agreement remains effective for an indefinite period of time. The customer's consent to the transmission of data may be revoked by the customer at any time without notice and with future effect by contacting the responsible TRUMPF service organization. In the case of an effective revocation, using the services is no longer possible.

The business relationship between the parties is governed by the law of the country, in which TRUMPF has its registered office. The conflict of laws provisions is excluded. The place of jurisdiction shall be the respective country, in which TRUMPF has its registered office.