

Data Use Agreement

This Data Use Agreement (hereinafter referred to as "*Agreement*") applies between the user (hereinafter referred to as "*User*") of a Tadano Group Product and the respective company affiliated with Tadano Ltd. within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), whose contact details are listed here: <https://www.tadano.com/about/group/index.html> (hereinafter referred to as "*Data Holder*"). Unless otherwise specified, it covers all *Products* of the Tadano Group that the *User* currently uses or will use in the future.

A: Basic principles / Definitions / Contractual Components

1. The companies of the Tadano Group are manufacturers of a broad portfolio of high-quality lifting technology for virtually all ground, application and load situations. These generate data concerning their use or environment, which they can transmit to the Data Holder via an electronic communication service, a physical connection or on-device access. Real-time transmission of data is not possible.

2. Definitions:

<i>Processed data</i>	Data that is required to make the <i>Raw Data</i> collected understandable for a wider range of applications by determining a physical quantity or property or the change in a physical quantity, such as temperature, pressure, flow rate, sound, pH value, liquid level, position, acceleration or speed. The processing of <i>Raw Data</i> does not include checking for accuracy and completeness or correcting <i>Raw Data</i> .
<i>Processor</i>	The legal entity that processes <i>Personal Data</i> on behalf of the <i>controller</i> , in this case the data owner.
<i>Derived Data</i>	Followed or derived information that is the result of additional investment in the allocation of values or insights from the <i>Product Data</i> – in particular by means of non-trivial proprietary algorithms. <i>Derived Data</i> also includes corrections or completions.
<i>Aggregated Data</i>	Data obtained from multiple <i>Raw Data</i> or individual pieces of information through systematic summarisation (e.g. by forming sums, averages, frequencies or statistical indicators) and for which it is no longer possible to draw conclusions about a specific data subject or a single <i>product</i> , provided that no additional information is used.
<i>Data Room</i>	Cloud solution of the <i>Data Holder</i> based on the telematics system specified in the respective individual contract in which <i>Product Data</i> is made available for download.
<i>Data Sheet</i>	Appendix to this <i>Agreement</i> , which lists the types of <i>Product Data</i> and all necessary information. The <i>Data Sheet</i> is available to the user at the URL (https://group.tadano.com/dach/en/product-data-usage/) in its current version.
<i>Trade Secrets</i>	As defined in Section 2 No. 1 of the Trade Secrets Protection Act of 18 April 2019 (Federal Law Gazette I p. 466)
<i>Gatekeeper</i>	As defined in Art. 2 No. 1 of Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector (Digital Markets Act), OJ 2022 L 265, 1.
<i>Meta Data</i>	A structured description of the content or use of data that facilitates the discovery of that data or its use.
<i>Personal Data</i>	Personal data within the meaning of Art. 4 No. 1 GDPR.

<i>Product</i>	In general, lifting technology (e.g. crane) that obtains, generates or collects data concerning its use or environment and can transmit <i>Product Data</i> via an electronic communication service, a physical connection or on-device access.
<i>Product Data</i>	<i>Raw Data</i> and processed data, including <i>Meta Data</i> necessary for the interpretation and use of <i>the Product Data</i> in accordance with the data types listed in <i>the Data Sheet</i> , which are generated during the use of <i>the Product</i> or during the use of a <i>connected service</i> by the user and are readily available to the data owner. <i>Product Data</i> does not include <i>Derived Data</i> or <i>aggregated data</i> .
<i>Raw Data</i>	<i>Raw Data</i> is unchecked, unprocessed, non-derived and non-aggregated data, sometimes containing errors, which comes directly from its respective data source.
<i>Controller</i>	The legal entity that alone or jointly with others determines the purposes and means of the processing of <i>Personal Data</i> , in this case the user.
<i>Related service</i>	A digital service which is connected with the <i>product</i> at the time of purchase, rent or lease in such a way that its absence would prevent the <i>product</i> from performing one or more of its functions or which is subsequently connected to the <i>product</i> by the manufacturer or a third party to add to, update or adapt the functions of the <i>product</i> . <i>Related services</i> are currently not available.
<i>Access</i>	Enabling the user/customer to access the storage location in or on the Tadano Group <i>product</i> with the <i>Product Data</i> stored there.

3. Contract components

3.1. Data Processing Agreement

3.2. Confidentiality Agreement

3.3. Data Sheet

B: Subject matter of the Agreement

4. The subject matter of this *Agreement* is *Product Data* of the data types listed in *the Data Sheet*. If *Product Data* contains *Personal Data*, this will be indicated separately in *the Data Sheet*.

The *Data Sheet* may change during the *Product's* lifetime. The User can find the current *Data Sheet* at the URL specified in the definitions.

5. Restrictions

- 5.1. If access to *Product Data* is restricted because its disclosure could undermine security requirements of the *Product* as laid down by Union or national law, resulting in a serious adverse effect on the health or safety of natural persons, a corresponding note will be included in *the current Data Sheet*.

- 5.2. See section 10 for *Trade Secrets*.

C: Access and granting of rights

6. Type of access

- 6.1. *Product Data* that the user can access via on-device access or a physical connection to the *Product* itself shall be marked accordingly in *the Data Sheet*.

- 6.2. The *Product Data* marked accordingly in *the Data Sheet* can be accessed by the user via a download button in a *Data Room* provided by the *Data Holder* and stored in their systems.

To do this, the user or a person designated by the user must register at the URL (<https://group.tadano.com/productdata>) for the *Data Room* relevant to their *Product*. Requests from unregistered users will not be processed.

- 6.3. *Product Data* may also be generated and stored in the interest of the *Data Holder*. If and to the extent that the user wishes to have *Product Data* deleted from the data room, they may submit a corresponding request via the communication function on the data owner's website.
7. The *User* shall not disclose *Product Data* to third parties without prior notification and shall give the *Data Holder* the opportunity to enter into agreements with the third party regarding the protection of *Trade Secrets*.
8. User identification: Each time the user or the person designated by the user logs into *the data room*, authentication via defined login data is required. This may require the processing of *Personal Data* of the user's employees.
9. Service level: The *Data Holder* shall endeavour to ensure adequate availability of *the data room*. The *Data Holder* shall inform the user in a timely manner of any anticipated disruptions. The *Data Holder* shall remedy technical faults within its sphere of influence as quickly as possible. The user is responsible for its own technical infrastructure. The service demarcation point is the network interface of *the Data Room* before it is connected to the public Internet.
10. *Trade Secrets* of the data owner or, where applicable, third parties
- 10.1. *Trade Secrets* of the *Data Holder* are subject to the protection of the *Confidentiality Agreement* concluded between the parties and, if applicable, further measures noted in the *Data Sheet*.
- Within the scope of its *Trade Secrets*, the *Data Holder* distinguishes between information/data whose disclosure could result in significant, long-lasting disadvantages ("secret") and other information/data whose disclosure could result in noticeable disadvantages ("confidential"). If *Product Data* constitutes *Trade Secrets* in this sense, this is indicated accordingly in *the Data Sheet*.
- 10.2. *Product* updates or other circumstances may result in *Product Data* attaining the status of a *Trade Secrets* only after the conclusion of this *Agreement*. In this case, the *Data Holder* will update the *Data Sheet* and make the current version available on its website without delay. The *User* will be informed of this in an appropriate manner.
- 10.3. *Trade Secrets* in the "confidential" category may only be accessed if the *Data Holder* and the *User* have taken all necessary measures prior to disclosure to maintain the confidentiality of the *Trade Secrets*, in particular vis-à-vis third parties. In the event of violations, the Trade Secrets Act shall apply.
- 10.4. *Trade Secrets* classified as "secret" shall not be made accessible. The reasons for this shall be communicated.
11. Restrictions on use and disclosure:
- 11.1. The *User* shall neither use the obtained *Product Data* for the development of a *Product* that competes with the *Product* from which the data originates, nor shall the *User* disclose such *Product Data* to a third party for this purpose or use them to gain insight into the economic situation, assets and production methods of the *Data Holder* or any of its suppliers.
- 11.2. The *User* is prohibited from making data obtained accessible to *Gatekeepers*.
12. Provision of *Personal Data*

12.1. Insofar as *Product Data* contains *Personal Data* ("mixed data"), the *Data Holder* is the *Processor*, and the user is the *Controller*. The user is *responsible* for the information obligations pursuant to Articles 13 and 14 of the GDPR.

12.2. Insofar as the user requests the disclosure of *Personal Data*, the user shall obtain the effective consent of all data subjects in advance in accordance with Art. 6 (1) lit. a) GDPR. The user shall inform the *Data Holder* without delay if such consent is subsequently revoked.

12.3. The *Data Holder* is entitled to suspend the transfer of *Personal Data* if there are justified doubts about the fulfilment of the user's obligations under this *Agreement* or under the GDPR.

12.4. Liability for breaches of data protection law

12.4.1. The *Data Holder* shall be liable to the data subjects for damage caused by the processing of *Personal Data* only if it has failed to comply with its obligations specifically imposed under the GDPR as a processor, or if it has acted in disregard of the lawful instructions of the user responsible for the data processing. The *Data Holder* shall be exempt from liability if it can prove that it is not responsible for the circumstance that caused the damage. Where several parties are liable for compensation, they shall be jointly and severally liable within the meaning of the German Civil Code. If the damage was contributed to by the fault of the data subject, Section 254 of the German Civil Code shall apply accordingly and in accordance with the provisions of the following clause 12.4.2.

12.4.2. In the internal relationship between the *Data Holder* as *Processor* and the user as *Controller*, the following applies to compensation for damages:

a) The *Data Holder* shall be liable without limitation in accordance with the statutory provisions for damage caused by intent or gross negligence on the part of the *Data Holder* or its vicarious agents, as well as for personal injury.

b) Furthermore, claims by the user for compensation/reimbursement for direct or indirect damage, regardless of the legal basis – including any claims for compensation due to breach of pre-contractual obligations or tort – are excluded, unless liability for the breach of material contractual obligations under the data processing contract applies. "Material contractual obligations" are those obligations that protect essential legal positions of the user as the *Controller* under data protection law, which the contract, according to its content and purpose, is specifically intended to grant; material contractual obligations also include those whose fulfilment is a prerequisite for the proper performance of the *Data Processing Agreement* as a whole and on the observance of which the controller has relied and is entitled to rely.

c) In the event of liability for breach of material contractual obligations, the *Data Holder's* liability shall be limited to typically foreseeable damage.

d) This limitation of liability does not constitute a reversal of the burden of proof.

e) Claims for damages, regardless of their legal basis, shall become statute-barred within 24 months of the claim arising and becoming known. This shall not apply in cases of intent, fraudulent intent and the assumption of a guarantee.

12.5. In all other respects, the provisions of the *Data Processing Agreement*, which forms an integral part of this *Agreement*, shall apply.

13. Storage period and deletion obligations

13.1. The duration of the storage of *Product Data* is specified in the *Data Sheet*. The *Data Holder* is entitled to delete *Product Data* after the specified storage period has expired.

13.2. The *Data Holder* shall be entitled to retain *Product Data* even after the termination of this *Agreement* for as long as its legitimate interests - particularly with regard to its status as manufacturer - require such retention.

13.3. The *Data Holder* is obliged to delete *Product Data* as soon as the legitimate interests pursuant to the above clause 13.2 no longer exist. The data shall be deemed deleted when it has been deleted from the backend by the *Data Holder*.

D: Use of data by the Data Holder

14. The *Data Holder* is entitled to use *Product Data* for the following purposes:

- a) the development of new products or services;
- b) the improvement of the functionality of its *Products* or *Related Services*;
- c) (remote) diagnosis/troubleshooting of *Products* in the event of errors;
- d) diagnosing and troubleshooting of *Products* in the event of accidents;
- e) the analysis of *Product* usage with the aim of offering proactive maintenance services ("predictive maintenance") for the *Products*;
- f) the use of general Fleet Management System (FMS) functions for the development of new after-sales services;
- g) the use of data for training artificial intelligence models/systems.

15. The *Data Holder* is entitled to aggregate *Product Data* for the purpose of exclusively using the resulting *Aggregated Data* or *Derived Data* or forwarding it to third parties. If the *Data Holder* passes on *Aggregated Data* or *Derived Data* to third parties, it must not be possible for the third party to identify and retrieve individual *Product Data* that has been transmitted to the *Data Holder* by the *Product* or the *Connected Service*.

16. If the *Data Holder* had access to *Product Data* before 12 September 2025, the *Data Holder* is free to use this *Product Data*.

17. The *Data Holder* shall not use *Product Data* in a manner that

- 17.1. would provide insights into the economic situation, assets or production methods of the *User*, or
- 17.2. could undermine the *User's* commercial position in the market.

18. The *Data Holder* is entitled to pass on *Product Data* to third parties insofar as this is done within the scope of fulfilling a contract with the user.

19. The *Data Holder* is entitled to transfer *Product Data* to a data brokerage service for processing purposes.

20. The *Data Holder* is entitled to make *Product Data* available to manufacturers of components of the *Product* for purposes in accordance with section 14 above.

21. The *Data Holder* is entitled to refuse to make *Product Data* available to *Gatekeepers* even if this is requested by the user.

E: Quality of data

22. The *Data Holder* shall provide *Product Data* to the *User* in a manner that is as accurate, complete, reliable, relevant, up-to-date and of the same quality as the *Data Holder* itself receives from the *Product* or the *Connected Service*.

23. The *Data Holder* is not obliged to take measures to ensure the quality of non-personal *Product Data*. In particular, the *Data Holder* does not guarantee the accuracy, completeness, correctness or consistency of *Product Data*.
24. This does not constitute an exclusion of liability for intentional or grossly negligent acts. See Section 27 for information on liability.

F: Information security

25. The *User* shall protect its IT-Systems against cyber risks according to the respective and applicable state of the art and in accordance with due diligence in order to prevent damage to the systems of the *Data Holder* and the *Data Room*.
26. Extended aspects of the security of the *User's* accessing IT-Systems, such as the continuous installation of up-to-date anti-virus software, shall be carried out by the *User*.

G: Liability

27. Each party shall be fully liable for damages resulting from gross negligence on its part or on the part of its vicarious agents, as well as for personal injury, in accordance with the applicable statutory provisions.
28. Beyond that, claims for compensation for direct or indirect damage – regardless of the legal basis – including any claims for compensation due to breach of pre-contractual obligations and tort, are excluded, unless liability for the breach of *Material Contractual Obligations* applies. "*Material Contractual Obligations*" are obligations that protect the other party's essential legal positions under the *Agreement*, which the *Agreement* is intended to grant according to its content and purpose; *Material Contractual Obligations* are also those whose fulfilment is essential for the proper execution of the *Agreement* and on whose fulfilment the respective party has relied and is entitled to rely on.
29. In the event of liability for breach of *Material Contractual Obligations*, liability shall be limited to typically foreseeable damage.
30. This limitation of liability does not constitute a reversal of the burden of proof.
31. Claims for damages, regardless of their legal basis, shall become statute-barred within 24 months of the claim arising and becoming known. This shall not apply in cases of intent, fraudulent intent and the assumption of a guarantee.

H: Change of *User* and termination of this *Agreement*

32. Change of *User*

If the *User* transfers a Tadano Group product to another *User*, the *User* shall obtain the effective consent of the successor in use to this *Agreement* in advance and forward it to the *Data Holder*.

If the *User* requires the support of the *Data Holder* for this purpose, the contact form at the URL (<https://group.tadano.com/contact>) is available.

33. Term

- 33.1. This *Agreement* shall become effective upon the consent of the *User*, if applicable within the framework of a purchase agreement. The obligation to provide *Product Data* shall arise subject to the condition precedent that the relevant technical interfaces for data exchange are functional.

33.2. The term of this *Agreement* ends at the latest when the *User* ceases to use the *Product* and notifies the *Data Holder* accordingly.

33.3. As long as the *Data Holder* has not received the notification in accordance with section 33.2 above, the *Data Holder* is entitled to use any *Product Data* transmitted to it as agreed. The duty to notify is a contractual protective obligation, the breach of which may result in claims for damages.

34. Termination

34.1. Ordinary termination

Each party is entitled to terminate this *Agreement* with 6 months' notice to the end of the month. Termination of this *Agreement* may render the use of various services by the Tadano Group impossible.

34.2. Termination for good cause

Each party is entitled to terminate this *Agreement* for good cause in accordance with the provisions of the German Civil Code (BGB).

If the *User* terminates this *Agreement*, the corresponding loss of the right of use for the *Data Holder* shall result in the omission of obligations to cooperate in relation to contracts between the parties for the fulfilment of which the *Data Holder* is dependent on the use of *the Product Data*.

I. Miscellaneous

35. Information about cyber security incidents

The parties shall inform each other immediately of any information security incidents that occur at their premises. An information security incident is an information security event that actually threatens the information security of the affected party. Such information shall be treated as strictly confidential by the receiving party (need-to-know within its own organisation).

36. There are no side agreements to this *Agreement*. Amendments or additions must be made in writing to be effective.

37. Severability clause

Should any provision of this *Agreement* be or become invalid, this shall not affect the validity of the remainder of this *Agreement*. In such a case, the parties undertake to replace the invalid provision with a valid provision in that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in this *Agreement*.

38. Applicable law

All disputes arising from or in connection with this *Agreement* shall be settled in accordance with the laws of the Federal Republic of Germany.

39. The place of jurisdiction and place of performance is Nuremberg.