

Range of Services for “Engineering Studio Subscription”

§ 1. Services rendered, definitions

§ 1.1. The object of this Description of Services is the scope of support services provided by the respective COPA-DATA group company (affiliated companies of Ing. Punzenberger COPA-DATA GmbH, Karolingerstraße 7B, 5020 Salzburg, Austria), i.e. assistance and problem solving, in conjunction with the application projects of the Supported Products during the period of service.

§ 1.2. Services by COPA-DATA are rendered solely under the conditions defined in this Description. In addition to this Description, the provisions of the COPA-DATA General Terms and Conditions ("GTC"), which are available for review and download) on its website (www.copadata.com), shall apply. Any conditions of the Customer that deviate from or contradict these provisions will not be accepted unless COPA-DATA has expressly agreed to them in writing.

§ 1.3. "Supported Products" are standard versions of products sold by COPA-DATA, provided that these have not been altered and are used by the Customer in the configuration and system environment recommended for their use. The scope of services includes those versions that are shown in the currently applicable release and support cycle on the homepage and which are listed under software maintenance as per § 3.3. This scope of services does not include products that are in live operation, in use in a production environment or that were designed exclusively for this purpose; nor does it include products that are not based on zenon Source Code, in particular applications connected via interfaces, even where these were developed as part of Professional Services by COPA-DATA.

As clarification: A product is in live operation or in use in a production environment if at least one of the following applies:

- It is connected to running physical machines, production lines, energy networks or building automation
- It records, processes or stores plant data or sends such data to third-party systems
- It records data mandatory for compliance with statutory requirements/regulations
- It was installed in an IT infrastructure intended for live operation and is tested with systems that are ready for operation or are in the course of being put into operation

§ 1.4. "Upgrades" are follow-up versions of products. They are marked with a different version number. An upgrade features additional functions compared to the previous version.

§ 1.5. "Builds" are different releases of the same product. They bear the same full version number and are an update to the existing product, but usually without featuring additional functions.

§ 1.6. The "General Business Hours" and "Business Days" of COPA-DATA can be viewed on the website.

§ 1.7. An "Error" is deemed to have occurred, in particular, if the software maintained in accordance with § 3.3.

- does not perform the functions defined in the product specification or
- terminates operation in an uncontrolled way

so that the use of the Supported Product is significantly impaired or rendered impossible. The Customer must furnish evidence of the degree of impairment. COPA-DATA has the discretionary authority to decide on a case-by-case basis whether a severe impairment has occurred.

An error is considered critical if the practical use of part of the Supported Product or the complete Supported Product is impossible or limited to an unacceptable degree. The error has substantial impact on the course of business or on security. Further use is not possible.

An error is considered serious if the practical use of part of the Supported Product or of the complete Supported Product is severely limited. The error has serious impact on the course of business or on security, but further use is possible.

The Customer must furnish evidence of the degree of an error (critical or serious). COPA-DATA reserves the right to make the final decision about this qualification.

An error in terms of this regulation is not deemed to have occurred if a critical or serious error is caused by improper handling of the programs or breaches of obligation by the Customer. Improper handling or breaches of obligation occur, in particular, through failure to follow the instructions for use or failure to implement the builds or upgrades provided.

No serious error is deemed to have occurred if the use of a maintained product is not immediately and/or not significantly impaired, such as in the case of poorly defined basic settings or "nice-to-have" functions.

§ 1.8. COPA-DATA is authorized to change the content of this description unilaterally at any time. The modified conditions will be sent to the Customer. They become effective upon receipt, unless the Customer objects in writing within four weeks after receipt. In the event of an objection, the original conditions remain in effect. However, COPA-DATA is entitled to terminate the existing conditions for cause by the last day of the month.

§ 2. Scope

COPA-DATA performs services exclusively for Supported Products.

§ 2.1. Only Supported Products fall within the scope of services. Third-party products and the interaction with such products, even if delivered together with COPA-DATA products, do not fall within the scope of these conditions.

§ 3. Services offered

§ 3.1. In the context of these conditions, COPA-DATA shall perform the following services:

§ 3.2. Scope of support services

§ 3.2.1 Support is provided to the Customer for Supported Products via the following communication channels:

- Telephone
- Email
- Online meeting
- Remote support or
- Self-service portal

§ 3.2.2 "Support" is defined as the individual reply to the Customer's questions regarding a specific use case (every separate problem that is not factually linked to another problem reported by the same customer/company). These questions may relate to Supported Products, their product documentation and program flow as well as the use of Supported Products. Support is

provided exclusively via the above mentioned communication channels and within the general business hours of COPA-DATA.

§ 3.2.3 Support requests must be submitted directly as tickets via the Self Service Portal under selfservice.copadata.com. Alternatively, the current contact data for the support center is provided at www.copadata.com.

§ 3.2.4 COPA-DATA is authorized to choose the most suitable communication channel for performing support services. This channel may differ from that chosen by the Customer for contacting COPA-DATA.

§ 3.2.5 COPA-DATA registers the Customer's requests using a ticketing system and will prioritize and process them in accordance with the agreed subscription response times and taking operational requirements into account.

§ 3.2.6 COPA-DATA will respond to the Customer's support requests as soon as possible, but in any event within two business days. The response time is the time that elapses between the Customer's request to the COPA-DATA support center and the support center's expert response. COPA-DATA has no obligation to provide support services outside of its general business hours.

§ 3.2.7 On request by the Customer and provided that COPA-DATA has sufficient resources, COPA-DATA will provide additional support for an additional fee outside of its business hours. However, this requires an additional written agreement between COPA-DATA and the Customer.

§ 3.2.8 The service is intended to assist the Customer in implementing specific use cases in the proper way using the standard functions as well as in solving or working around problems independently.

COPA-DATA is under no obligation to ensure that a specific problem is solved by the support team.

This also applies to general instructions or training sessions on the application of Supported Products. In particular, support services are no substitute for user training or reviewing the manual.

Only authorized and qualified employees of the Customer who have received training on the Supported Products as well as the system environment may receive support services.

Support will only be provided for product versions for which there is active software maintenance.

§ 3.2.9 In the context of these conditions, the Customer also has the option to order and receive standard and individual training sessions by COPA-DATA for their employees under special conditions and for the duration of this agreement. Such training services require a separate written agreement between the Customer and COPA-DATA.

§ 3.3. Scope of software maintenance services

In addition, COPA-DATA will perform maintenance services on the Supported Products defined under the contract. The lifecycle of Supported Products can be viewed at www.copadata.com. Software maintenance includes the following services:

§ 3.3.1 Upgrades and builds will be provided exclusively during the period of service for Supported Products. COPA-DATA is not obligated to provide a specific number of upgrades or adhere to a specific interval, but rather provides such upgrades at its own discretion and as necessary.

§ 3.3.2 Upgrades contain technical enhancements, functional extensions as well as bug fixes for Supported Products. Changes to the essential programming-related basics and functionalities are not within the scope of services specified in these conditions. The program name will remain unchanged after upgrades, but the version number of the product will change. As a rule, builds contain bug fixes without functional extensions.

§ 3.3.3 COPA-DATA will determine the contents of upgrades and builds at its own discretion. In particular, the Customer is not eligible for the addition of any extra functionalities and program extensions for Supported Products.

§ 3.3.4 COPA-DATA may, at its own discretion, offer the Customer workarounds, a new version or parts of programs as part of a build to prevent or correct errors.

Errors will be corrected only if doing so is operationally, commercially, and technically feasible for COPA-DATA, and only in the case of an error as defined in § 1.7.

In particular, bug fixes are not possible where any of the following apply:

- The error is in a third-party component that is no longer serviced or maintained by the third-party provider,
- Correcting the error directly affects the compatibility of Supported Products,
- The operating system used by the Customer does not provide sufficient support and/or is limited,
- The error can no longer be corrected in an older version or no longer appears reasonable within the scope of the operational, commercial, and technical options available to COPA-DATA.

Since the products provided by COPA-DATA also contain third-party libraries, such as Visual Studio Redistributables, .NET runtimes or similar products, it is important to mention that it is neither possible to update these components in a rolled out version nor is it possible to fix errors for these libraries in versions already rolled out.

For this reason, COPA-DATA aims to always release new zenon versions with the latest versions of the third-party software mentioned and to ensure that new zenon versions remain fully compatible with their previous versions.

§ 3.3.5 If an error can be fixed or circumvented by installing an upgrade, build, or workaround, the Customer must perform the appropriate installation immediately in accordance with the (installation) instructions/documentation. In this case, the Customer has no additional right to maintenance or support by COPA-DATA.

COPA-DATA may determine, at its reasonable discretion, whether the programming-related services are provided by shipping data carriers (including upgrades to the Supported Product), by commissioning third parties, or by notifying Customer personnel about entering program changes or changing program parameters.

COPA-DATA will strive to ensure that the Supported Products meet changing legal regulations within a reasonable period of time and within the scope of the operational, commercial, and technical options available to COPA-DATA. If adjustment of the products involves unreasonable effort for COPA-DATA, the adjustment will be carried out only subject to an appropriate additional fee.

§ 3.3.6 COPA-DATA will, to the best of its ability, fix reported and reproducible program errors and errors in the program documentation by providing upgrades, builds, or workarounds (troubleshooting) within an adequate period and depending on the currently available resources. Correcting errors on the premises of the Customer is not within the scope of services rendered. Such services may only be provided upon entering into a separate agreement and for an additional fee.

§ 3.3.7 Whether an error has occurred depends primarily on § 1.7 as well as the product specification. Only the specifications described in the COPA-DATA price list are considered to have been agreed upon. In any case, COPA-DATA shall have at least five business days starting from the time the error was reproduced in the COPA-DATA lab as an adequate period for correcting said error. COPA-DATA has sole discretion to determine the adequacy of this period, taking into account the urgency of the Customer's request, the complexity of the error and the extent of the necessary work.

§ 3.4. Services in addition to those named above, such as training sessions, instructions, software installation, individual adjustments, code review of externally written code, support for the Application Programming Interface (API), project structure checks, or on-site support, are not within the scope of this support service. In particular, this also applies to the following:

- Services that become necessary due to improper handling of Supported Products and/or breaches of obligation by the Customer, e.g. failure to follow instructions for use, whether on the part of
- the Customer, the Customer's agents, or other persons not authorized by Customer, or
- services that are required due to force majeure or other circumstances beyond the Customer's control.

COPA-DATA shall perform such services for an additional fee, only within its operational capacities and under a separate contractual agreement between the Customer and COPA-DATA.

§ 4. Customer's obligations, master data maintenance, data backup

General obligations of the Customer:

§ 4.1. The Customer is obligated to appoint a qualified employee who has undergone training in the use of the Supported Products ("Contact Person"). This person must have at least a Basic Certification, as well as all decision-making powers and powers necessary for the purpose of carrying out the service.

§ 4.2. The Customer must ensure that the Contact Person or, if necessary, a third person appointed by the Customer, has the ability to immediately implement instructions, program changes or solutions communicated or provided by COPA-DATA.

§ 4.3. Only Contact Persons appointed according to § 4.1. are entitled to receive support services according to § 3.2.

§ 4.4. The Customer is obligated to acquire and maintain in working condition the technical environment and infrastructure required to properly use Supported Products and the services defined in these conditions, in particular upgrades, at their own expense. In particular, the Customer is obligated

to maintain technical security measures to protect their system against unauthorized access, malware and malicious software.

- § 4.5. In the case of error messages, the Customer will inform COPA-DATA in detail of the effects that have occurred, the program version used, the hardware configuration and system environment. Where possible, the Customer will use the aids and software tools provided by COPA-DATA for this purpose.
- § 4.6. The Customer's employees are under obligation to cooperate fully and free of charge with COPA-DATA's service employees in every regard in performing the service, particularly during troubleshooting and error correction.
- § 4.7. The Customer bears sole responsibility for regular backup of their individual data. In particular, the Customer will carry out such backup before any support or maintenance activity (e.g. before the change, modification or replacement of a program version). In the case of a support and maintenance request, this backup will be handed over entirely to COPA-DATA to enable detailed problem analysis. COPA-DATA is under no obligation to provide support in solving the problem if the Customer fails to hand over the backup data to COPA-DATA.

Special obligations of the Customer when requesting support services in terms of § 3.2.:

- § 4.8. Before making a support request, the Customer must first consult the documentation provided and collect information from the self-service portal at www.selfservice.copadata.com. The self-service portal may be used after free registration and authorization by COPA-DATA.
- § 4.9. In the case of a support request, the Customer will first contact their regional support center. The regional support center will at its own discretion forward the case to the central support center of COPA-DATA. The Customer will expressly acknowledge forwarding of the associated data transmission.

Special obligations of the Customer when requesting software maintenance services in terms of § 3.3.:

- § 4.10. The Customer is under obligation to immediately check the functionality of programs or parts of programs provided within the scope of these services. In particular, the Customer must check for the presence of malware or malicious program elements. If the programs function as agreed, the Customer must immediately import or install them. The Customer will comply with the measures and suggestions from COPA-DATA for troubleshooting and correcting errors.
- § 4.11. The Customer is responsible for adjusting, saving, backing up or modifying third-party programs and for adjusting or correcting application settings of Supported Programs after installing new program versions. COPA-DATA will provide on-site support within the limits of its own operational possibilities and for an additional fee. Such on-site support may only be provided under a separate written agreement between the Customer and COPA-DATA.
- § 4.12. If the Customer violates their obligation to cooperate, COPA-DATA is not obliged to provide the service. In the event of repeated or serious breach of obligation, COPA-DATA is entitled to terminate the contract within a period of one month. In this case, the services specified in these conditions will end at the end of the following month.

§ 5. Prices and payment conditions

- § 5.1. The Customer will pay an annual fee for the agreed services, to be invoiced by COPA-DATA in advance on January 1 of the business year in each case.

- § 5.2.** If the Customer increases the number of licenses covered by this agreement during the period of service, the price for support services per individual license will be reduced. Discounts granted on this basis will be deducted from the applicable fee when making additional payments for the new number of licenses.
- § 5.3.** All prices and fees under this agreement will be adjusted automatically on February 1 each year and will remain valid until January 31. The price will be adjusted by the same percentage as the change in the HICP in the preceding calendar year, provided that the threshold of 5% is reached. If the index has not reached the threshold, no adjustments will be made in that year, and the HICP will be added year-on-year until the threshold is reached. In such cases, the price adjustment will be made according to the accumulated increase in the HICP.
To avoid doubt, the index source will be "HICP – Annual Data" (Average index and rate of change; online code "PRC_HICP_AIND") for the "Eurozone – 20 countries" from the European Union's EUROSTAT web portal. In the event that this index is discontinued, the parties will agree on a similar index to be used. COPA-DATA will adjust the price list on a global basis. For this reason, the base year for achievement of the threshold value is always the year in which the latest global price adjustment was carried out and not the year in which the agreement was concluded.
- § 5.4.** Payment must be made each year in advance and without deduction.
Travel costs and expenses must be reimbursed separately if the Customer requests COPA-DATA to appear on site or if other services within the meaning of § 3.4 are involved.
- § 5.5.** Set-offs by the Customer with claims against COPA-DATA are not permissible. The Customer has no right of retention. COPA-DATA reserves the right to assign claims to third parties.
- § 5.6.** Objections to claims invoiced by COPA-DATA must be made by the Customer within 14 days after date of invoice. Otherwise, the invoice is deemed to have been accepted. The due date of the invoiced amount will remain unaffected by any raised objections.
- § 5.7.** In the case of late payment and subject to any additional damage, COPA-DATA is entitled to charge interest for delay, amounting to 8% p.a. above the base rate of the European Central Bank. Furthermore, in such cases of late payment by the Customer, COPA-DATA is also entitled to stop all agreed obligations until such time as all due amounts have been paid in full.
- § 5.8.** If the legal relationship is terminated before the end of the agreed term for reasons beyond the control of COPA-DATA, the Customer shall not be entitled to any (pro rata) refund of the agreed fee for the remainder of the runtime.

§ 6. Warranty, disclaimer

- § 6.1.** The liability of COPA-DATA is limited to damage caused by malicious intent or gross negligence. The Customer bears the burden of proof that COPA-DATA has acted with malicious intent or gross negligence. Liability for damage caused by slight negligence is excluded.
- § 6.2.** The Customer may file a legal claim regarding all compensation claims not accepted in writing by COPA-DATA within six months after first notice of the damage and the liable party, failing which the claim will be time-barred.
- § 6.3.** Any compensation claims by the Customer will be limited to the amount of the annual fees paid. Any liability for lost profit, indirect damage or consequential damage is excluded.
- § 6.4.** In case of any defects of services, objections must be made immediately, but at the latest within 24 hours in writing. Any defects must be corrected in accordance with the provisions in these conditions (§ 3). No other claims may be raised. In particular, the Customer is not entitled to

rescind the agreement or to a reduction of price. A support service provided by COPA-DATA to fulfill its obligation under § 3.3 will not be considered defective if COPA-DATA offers the Customer a reasonable alternative solution (workaround) instead of correcting the error. COPA-DATA is also entitled to modify the Supported Product, as long as product performance does not change significantly.

§ 6.5. In the event of data loss or data destruction, COPA-DATA shall be liable only if the destruction was caused intentionally, through gross negligence or a breach of an essential obligation of service, and if the Customer has also ensured that the data destroyed can be reconstructed, with reasonable effort, from data material kept on hand in machine-readable form.

§ 7. Confidentiality agreement

§ 7.1. Both business partners agree to keep secret and hold in confidence all facts, information, and data disclosed in the course of the business and legal relationship or maintenance services; this also applies to all facts, information, and data related to these conditions, their content and fulfillment, as well as the technical know-how required for their fulfillment. This clause remains in effect even after termination of the business and legal relationship.

§ 7.2. This does not apply to information that is publicly known, to generally accessible information or to legal duties of disclosure.

§ 7.3. Passwords or access codes transmitted by COPA-DATA for the purpose of accessing COPA-DATA services must be held in confidence and adequately protected against misuse.

§ 7.4. COPA-DATA and the Customer undertake to commit all employees deployed by them in connection with performance of the service to be bound by a provision with the same content as § 7.

§ 8. Other rights and obligations

§ 8.1. If there is reasonable suspicion that the Customer or third parties associated with the Customer are violating the obligations of these conditions or the GTC of COPA-DATA, COPA-DATA is entitled to interrupt the supply of services after prior notification or to terminate the existing business and legal relationship for good cause. In exigent circumstances, such notification may be omitted.

§ 8.2. COPA-DATA is entitled to transfer its rights and obligations from these conditions to one or more third parties without prior permission from the Customer. Such a transfer of services to third parties does not entitle the Customer to cancel the agreement. Furthermore, COPA-DATA is entitled to entrust subcontractors with the fulfillment of its agreed obligations.

§ 8.3. None of the parties is barred from entering into similar agreements with third parties.

§ 8.4. COPA-DATA grants the Customer rights of use for the programs or parts of programs supplied (including builds and documentation) to the extent to which they exist for the program with which they are used as intended or which they are intended to replace. The same applies to programs or parts of programs (including patches, bug fixes, and documentation) made available to the Customer as part of additional services.

§ 8.5. The right of use for the programs replaced technically by the supplied programs expires within two weeks after the Customer puts the supplied programs into use in a production environment, but at the latest one calendar month after receipt of the supplied programs by the Customer. The Customer is entitled to make one copy for archiving purposes. Furthermore, the Customer is

entitled to use new programs and parts of programs for testing purposes over a period of one month, in addition to the previous programs and parts of programs.

§ 9. Duration of service/termination of service

§ 9.1. The support service begins with delivery of the product and is valid for the duration of the service.

§ 9.2. The contract is extended automatically for another calendar year, if it is not terminated in writing with three months' notice before the end of the contract year by either party.

§ 9.3. The right of each party to termination without notice for good cause remains unaffected. A good cause is deemed to exist, in particular:

- if one business partner violates provisions of these conditions or the GTC of COPA-DATA and continues such behavior contrary to agreement or maintains such a state contrary to agreement, despite a written warning from the other business partner with adequate notice of at least 14 days, or
- if the financial circumstances of a business partner change for the worse, in particular if bankruptcy proceedings or execution proceedings are instituted, or
- if there is a substantial change to the ownership and/or the business management of the Customer that may jeopardize the interests of COPA-DATA.

§ 9.4. All fees, charges and taxes that may arise from these conditions or the use of the services will be borne by the Customer.

§ 10. Applicable law, jurisdiction, place of performance

§ 10.1. The legal relationships between the parties shall be subject exclusively to the law of the country in which the service-providing COPA-DATA company is headquartered, excluding reference provisions and the UN Convention on Contracts for the International Sale of Goods.

§ 10.2. Place of performance is the location of the service-providing COPA-DATA company. Exclusive jurisdiction for all claims arising from the establishment and execution of this Agreement lies with the local and competent court for the COPA-DATA company.

§ 11. Final provisions

§ 11.1. There are no ancillary agreements to these service conditions. Any changes or amendments must be made in writing. This also applies to the amendment of this clause. Any other declarations made before or during the conclusion of these conditions or any other circumstances of legal relevance are invalidated. Should one or more of the provisions of these conditions or of the GTC of COPA-DATA become invalid, the remaining provisions in these conditions and the GTC will remain unaffected. The parties to the agreement will endeavor in good faith to find a legally and economically effective alternative to the invalid provision.

§ 11.2. Should any provision of these conditions contradict the COPA-DATA General Terms and Conditions, which are available for review and download on its website (<https://www.copadata.com/tc>), these conditions take precedence.

§ 11.3. Means of written transmission within the meaning of this agreement are: email or post.