

Scope of Premium Services

§ 1. Services rendered, definitions

§ 1.1. The object of this Agreement is the performance of maintenance services by COPA-DATA for its supported products with the agreed product maintenance term of

- ☐ five years (standard)
- ☐ ten years (long-term)

§ 1.2. Services by COPA-DATA are rendered solely under the conditions defined in the Agreement. In addition to the Agreement, the provisions of the COPA-DATA General Terms and Conditions ("GTC"), which are available on its website to review and download (www.copadata.com), shall apply. Differing or conflicting conditions of Customer 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 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 website and which are listed under software maintenance as per § 3.3.

§ 1.4. "Upgrades" are follow-up versions of products. They are marked with a different version number. An upgrade regularly 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, 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 supported in accordance with § 3.3.

- does not perform the functions defined in the product specification
- delivers false results, terminates operation in an uncontrolled way or
- does not function appropriately in another way,

so that the use of Supported Product is severely impaired or rendered impossible. Customer must provide evidence about the degree of the impairment. In particular cases, COPA-DATA has the discretionary authority to decide whether a severe impairment has occurred on a case-by-case basis.

An error is considered critical if the practical use of a part of Supported Product or the complete Supported Product is impossible or limited to an unacceptable degree. The error has a severe influence on the course of business or on security. Work cannot be continued.

An error is considered severe if the practical use of a part of Supported Product or of the complete Supported Product is severely limited. The error has a severe influence on the course of business or on security, but work can be continued.

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

An error in terms of this regulation does not exist if a critical or severe error is caused by improper handling of the programs or breaches of obligation by Customer. Improper handling or breaches of obligation occur, in particular, when the instructions for use are not followed or the builds or upgrades provided are neglected.

There is no severe error 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 unilaterally change the content of this Agreement at any time. The modified conditions are sent to Customer. They shall become effective upon receipt, unless Customer objects in writing within four weeks after receipt. In the event of an objection, the original conditions remain in effect. COPA-DATA may terminate the existing conditions for good cause by the last day of the month.

§ 2. Scope

COPA-DATA shall perform Services exclusively for Supported Products.

§ 2.1. Only Supported Products of Customer fall within the scope of services. Third-party products and the interaction with such products, even if delivered together with COPA-DATA products, shall 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 Customer for Supported Products via the following communication channels:

- Phone
- E-mail
- Online meeting
- Remote support or
- Self-service portal

- § 3.2.2 "Support" means the individual reply to Customer's questions regarding a specific case (every separate problem that is not factually linked to another problem reported by the same customer/company). The questions may relate to Supported Products, their product documentation and program sequence as well as the use of Supported Products. Support is provided only via the above mentioned communication channels and within the General Business Hours of COPA-DATA.
- § 3.2.3 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 the one chosen by Customer for contacting COPA-DATA.
- § 3.2.5 COPA-DATA shall record Customer's requests using a ticketing system. Requests from Premium customers shall take priority and will be processed according to this increased priority.
- § 3.2.6 COPA-DATA shall, to the best of its ability, respond to Customer's support requests as soon as possible, but in any event no later than 2 Business Days. The response time is the time from request by Customer to COPA-DATA support center until the support center provides an expert response. COPA-DATA has no obligation to provide support services outside of its general business hours.
- § 3.2.7 On request by Customer and if COPA-DATA should have sufficient resources, COPA-DATA shall provide additional support for additional payment outside of its business hours. However, this requires an additional written agreement between COPA-DATA and Customer.
- § 3.2.8 Support is intended to assist Customer in performing specific use cases in the proper way as well as in solving or working around problems independently. COPA-DATA shall not be liable for ensuring that Supported Products are available or that a problem is solved by the support team. This also applies to general instructions or training sessions concerning the use of Supported Products. In particular, Support does not replace user training or reviewing the manual. Therefore, Support may only be received by authorized and qualified employees of Customer who have received training and gained practical experience on Supported Products and the system environments. Support is also provided exclusively for the licenses listed under software maintenance.
- § 3.2.9 In the context of these conditions, Customer shall have the option to order and receive standard and individual training sessions by COPA-DATA for its employees under special conditions during the duration of this Agreement. Such training services shall only be offered upon entering into a separate written Agreement between Customer and COPA-DATA.

§ 3.3. Scope of software maintenance services

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

- § 3.3.1 Provision of upgrades for Supported Products during the term of validity specified in § 1.1. COPA-DATA is not obligated to provide a certain number of upgrades or to adhere to certain intervals.
- § 3.3.2 Upgrades shall contain solely technical enhancements and/or functional extensions for current 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.
- § 3.3.3 COPA-DATA shall determine the contents of upgrades and builds at its own discretion. In particular, Customer is not eligible for the addition of any extra functionalities and program extensions for Supported Products.
- § 3.3.4 Acceptance of error messages and correction of reproducible errors of Supported Products within the scope of the upgrade service or by providing workarounds or builds. COPA-DATA may, at its own discretion, offer Customer 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 feasible for COPA-DATA operationally, commercially, and technically, and if there is an error as defined in § 1.7.

Errors cannot be corrected, in particular, if 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 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 released version nor is it possible to fix errors for these libraries in versions already released.

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 older versions.

- § 3.3.5 If an error can be fixed or circumvented by installing an upgrade, build or workaround,

Customer must perform the appropriate installation immediately according to the (installation) instructions/documentation. In this case, Customer has no additional right of 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 in a reasonable period of time and within the scope of the operational, commercial, and technical options available to COPA-DATA. If this activity involves unreasonable work for COPA-DATA, the modification will be carried out only against an appropriate additional fee.

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

§ 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 price list of COPA-DATA 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 the sole discretion to determine the adequacy of this period under consideration of the urgency of Customer's request, the complexity of the error and the extent of the necessary work. If it is not possible to correct the error within the period of time specified, COPA-DATA shall notify Customer and provide the period of time likely needed to correct the error.

§ 3.4. Additional services to the ones 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. This is also applicable for the following in particular:

- for services that become necessary due to improper handling of Supported Products and/or breaches of obligation by Customer, e.g. failure to follow instructions for use, regardless of whether these were carried out by Customer, its agents or other persons not authorized by Customer, or
- services that are required due to force majeure or other circumstances for which Customer is not responsible.

Within its operational capacities, COPA-DATA shall perform such services under a separate contractual agreement between Customer and COPA-DATA and for additional payment.

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

General obligations of Customer:

- § 4.1.** Customer is obligated to entrust a qualified employee who has undergone training in the use of Supported Products ("Contact Person"). This person must have at least zenon Basic Certification, as well as all the decision-making powers and powers necessary for the purpose of carrying out the service.
- § 4.2.** Customer shall ensure that Contact Person or, if necessary, a third person appointed by Customer has the ability to immediately implement instructions, program changes or solution steps 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.** 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 terms, in particular upgrades, at its own expense. Particularly, Customer is obligated to maintain technical security measures to protect its system against unauthorized access, malware and malicious software.
- § 4.5.** In case of error messages, Customer shall inform COPA-DATA in detail about the effects that have occurred, the program version used, the hardware configuration and system environment. If possible, Customer shall use the aids and software tools provided by COPA-DATA for this purpose.
- § 4.6.** Customer's employees shall offer their full cooperation free-of-charge to COPA-DATA's service employees in every regard to performing the service, particularly for the purpose of troubleshooting and error correction.
- § 4.7.** Customer is solely responsible for the regular backup of its individual data. In particular, Customer shall carry out such a 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 shall be handed over entirely to COPA-DATA to enable a detailed problem analysis. If Customer fails to hand over the backup data to COPA-DATA, COPA-DATA shall not be under any obligation to provide support in solving the problem.

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

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

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

- § 4.10.** Customer shall immediately check the functionality of the programs or program parts provided within the scope of these services. In particular, Customer shall check for the presence of malware or malicious program elements. If the programs function as agreed, Customer shall immediately import or install them. Customer shall comply with the measures and suggestions from COPA-DATA for troubleshooting and correcting errors.
- § 4.11.** Customer shall be 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 shall provide on-site support within the limits of its own operational possibilities and for additional payment. Such on-site support may only be provided upon entering into a separate written Agreement between Customer and COPA-DATA.
- § 4.12.** If Customer violates its obligations 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 end at the end of the following month.

§ 5. Prices and payment conditions

- § 5.1.** Customer shall pay an annual fee for the agreed services, which shall be invoiced by COPA-DATA in advance on January 1 of the fiscal year in each case.
- § 5.2.** If Customer adds to the number of authorized installations relating to software covered by the Agreement, the scope of support and software maintenance Customer receives shall be expanded automatically to the same extent. COPA-DATA is therefore authorized to invoice the amount that arises for the corresponding new number of installations and employees.
- § 5.3.** During an active support service relationship, COPA-DATA shall grant Customer a 20% rebate for standard training sessions based on the valid and current list price at the time of request of such additional services.
- § 5.4.** All prices shall be understood as the net price, not including value-added tax. COPA-DATA is entitled to increase the prices on February 1 of each new year by the increase in the consumer price index ("HICP – annual data (average index and rate of change; online code "PRC_HICP_AIND") for the "Euro area – 20 countries" from the European Union's "EUROSTAT" website).
- § 5.5.** Payment must be made each year in advance and without deduction. Here, the valuation of the license volume is based on the respective applicable price list on the effective date of invoicing.
- Travel costs and expenses must be reimbursed separately if Customer requests COPA-DATA to appear on site or if other services within the meaning of § 3.4 are involved.
- § 5.6.** Set-offs by Customer with claims against COPA-DATA shall not be allowed. Customer shall have no right of retention. COPA-DATA reserves the right to assign claims to third parties.

- § 5.7. Objections to claims billed by COPA-DATA must be made by Customer within 14 days after issuance of the invoice. Otherwise, the invoice will be considered accepted. The due date of the invoiced amount shall not be affected by any raised objections.
- § 5.8. In case of late payment and subject to any additional damages, COPA-DATA may 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, COPA-DATA may also decide to stop all agreed obligations until the complete payment of all due amounts.
- § 5.9. If the agreed legal relationship is terminated before the end of the agreed term and for reasons that COPA-DATA cannot influence, Customer shall not be entitled to any (pro rata) refund of the agreed fee for the remainder of the agreement duration.

§ 6. Warranty, disclaimer

- § 6.1. The liability of COPA-DATA is limited to damages due to malicious intent or gross negligence. Customer bears the burden of proof that COPA-DATA acted with malicious intent or gross negligence. Liability for damage caused by slight negligence is excluded.
- § 6.2. Customer may file a legal claim regarding all compensation claims not accepted in writing by COPA-DATA with another limitation period within six months after first notice of the damage and the liable party.
- § 6.3. Any compensation claims by Customer are limited to the amount of the annual fees it pays. There will be no further liability for lost profit or consequential damage in any case.
- § 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 to the provisions in these conditions (§ 3). No other claims may be raised. In particular, Customer shall not be 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 shall not be considered defective, if COPA-DATA offers 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, grossly negligently, or was due to a breach of an essential obligation of service and 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. Non-disclosure

- § 7.1. Both business partners agree to keep secret and in confidence all facts, information, and data that are disclosed in the course of the commercial 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 shall remain in force after the termination of the business and legal relationship.

- § 7.2. Publicly known and generally accessible information as well as legal duties of disclosure shall not be subject to this duty.
- § 7.3. Passwords or access codes transmitted by COPA-DATA for accessing COPA-DATA services must be kept in confidence and adequately protected against misuse.
- § 7.4. COPA-DATA and Customer undertake to agree a regulation with the same content as § 7 with all employees employed by them in connection with the performance of the service.

§ 8. Other rights and obligations

- § 8.1. If there is reasonable suspicion that Customer or third parties associated with Customer have violated the obligations in these conditions or in the GTC of COPA-DATA, COPA-DATA is authorized to interrupt the supply of services after prior notification or to terminate the existing business and legal relationship for good cause. If there is a danger in the delay, such a notification may be omitted.
- § 8.2. COPA-DATA may confer its rights and obligations from these conditions to one or more third parties without prior permission from Customer. Such a transfer of service to third parties does not entitle 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 are prevented from making any similar agreements with third parties.
- § 8.4. COPA-DATA grants Customer rights of use for the programs delivered or parts of programs (including builds and documentation) to the extent that 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) that are made available to Customer as part of additional services.
- § 8.5. The right of use for the programs that are replaced technically by the delivered programs expires within two weeks after Customer uses the delivered programs productively, but at the latest one calendar month after Customer receives the programs delivered. Customer is entitled to make one copy for archiving purposes. Customer is further 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 as soon as COPA-DATA has received Customer's binding commitment to provide the service and is concluded for the agreed duration.

§ 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.

§ 9.3. The right of termination without notice for good cause remains unaffected for every party. Good cause exists in particular:

- if an agreement partner violates the 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 notwithstanding an admonition by the other agreement partner in writing and with adequate notice of at least 14 days, or
- if the financial circumstances of an agreement 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 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 must be borne by 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 land in which the service-providing COPA-DATA business is headquartered, excluding reference norms and the UN Convention on Contracts for the International Sale of Goods.

§ 10.2. The place of performance shall be the location of the service-providing COPA-DATA company. Exclusive jurisdiction for all claims arising from the establishment and execution of this Agreement shall be 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 in writing in order to be valid. This also applies to changes to this clause itself. Any other declarations made before or during the conclusion of these conditions or any other circumstances of legal relevance are invalidated. If one or more of the provisions in these conditions or in the GTC of COPA-DATA become invalid, the remaining provisions in these conditions and the GTC shall remain unaffected. The agreement partners will endeavor in good faith to find a legally effective and economically similar replacement provision.

§ 11.2. If a provision of these conditions contradicts the COPA-DATA General Terms and Conditions, which are available on its website to review and download (www.copadata.com), these conditions take precedence.

§ 11.3. Means of written transmission in terms of this agreement are: e-mail or post.