

# Software License Terms International (date of May 2018)

Your use of the Licensed Software (as defined herein) is subject to certain terms and conditions which are included in this document and hereinafter referred to as “Software License Terms”.

Please note that if your company has its principal place of business in one of the following countries, the applicable International Software License Terms are adapted by specific local terms in a so-called “Local Annex” as set forth on page 31 et seqq.

Austria (p. 31) Belgium (p. 33)  
Bulgaria (p. 34)  
Croatia (p. 35)  
Czech Republic (p. 38)  
Finland (p. 39)  
France (p. 40)  
Germany (p. 45)  
Greece (p. 48)  
Hungary (p. 49)  
Ireland (p. 51)  
Italy (p. 54)  
Japan (p. 56)  
Latvia (p. 57)  
Lithuania (p. 57)  
Luxemburg (p. 58)  
Malta (p. 60)  
Netherlands (p. 63)  
Norway (p. 65)  
Poland (p. 66)  
Portugal (p. 68)  
Romania (p. 70)  
Slovakia (p. 71)  
Slovenia (p. 71)  
Sweden (p. 72)  
United Kingdom (p. 74)

The respective Local Annex (if any) applicable to the country in which your company has its principal place of business is the only Local Annex that applies to your use of the Licensed Software. All other Local Annexes are not applicable.

## International Software License Terms

This document contains the terms and conditions for your use of the Licensed Software (“Software License Terms”) unless you are located in Russia or Turkey.

### 1. APPLICABILITY

1.1 Unless the Licensee has its principal place of business in Russia or Turkey (in which case a different version of these Software License Terms is applicable), these Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually.

## 1.2 Direct and indirect distribution

1.3 These Software License Terms apply both to cases where (1) a company of the Phoenix Contact Group provides the Licensed Software directly to an End Customer and to cases where (2) a company of the Phoenix Contact Group provides the Licensed Software by way of indirect distribution to an Authorized Distributor and an End Customer purchases this Licensed Software from this Authorized Distributor.

1.4 The “End Customer” is a company that purchases the Licensed Software directly from a Phoenix Contact company or indirectly via an Authorized Distributor and uses the Licensed Software for its own business purposes by certain designated natural persons (such persons, “Users”).

1.5 The “Authorized Distributor” is a company authorized by a Phoenix Contact company to distribute certain Licensed Software to End Customers as an authorized reseller in its own name and on its own account. Authorization by Phoenix Contact may occur on the basis of a distributor contract between the Phoenix Contact company and the company in question or in another manner, as stipulated by Phoenix Contact.

1.6 In the aforementioned case 1 in clause 1.3, i.e., direct distribution of Licensed Software by Phoenix Contact to the End Customer, the “Licensor” refers to the relevant company of the Phoenix Contact Group that provides the Licensed Software to the End Customer and that the “Licensee” refers to the relevant End Customer that purchases the Licensed Software.

1.7 In the aforementioned case 2 in clause 1.3, i.e., indirect distribution of Licensed Software via an Authorized Distributor: (a) as between the Phoenix Contact company that provides the Licensed Software on one side and the Authorized Distributor on the other, the Phoenix Contact company is the “Licensor” and the Authorized Distributor is the “Licensee” and (b) as between this Authorized Distributor and the relevant End Customer, the Authorized Distributor is the “Licensor” and the End Customer is the “Licensee”. For the avoidance of doubt, such indirect distribution via an Authorized Distributor does not constitute a contractual relationship between Phoenix Contact and the End Customer.

1.8 Part A of these Software License Terms contains general provisions that apply to all Licensed Software and to any agreed maintenance and support services.

1.9 The special provisions in Part B apply only to On-Premise Products if and insofar as the Licensee purchases On-Premise Products.

1.10 The special provisions in Part C apply only to Mobile Apps, if and insofar as the Licensee purchases Mobile Apps.

1.11 The special provisions in Part D apply only to Embedded Software, if and insofar as the Licensee purchases Embedded Software.

1.12 The special provisions in Part E apply only to Software Development Toolkits (SDKs) and Source Code, if and insofar as the Licensee purchases SDKs or Source Code.

1.13 The special provisions in Part F apply only to Cloud Products if and insofar as the Licensee purchases Cloud Products.

1.14 The special provisions in Part G apply only to maintenance and support services, if and insofar as the Licensee purchases maintenance and support services.

1.15 The offer to purchase the Licensed Software on these Software License Terms is aimed only at natural and/or legal persons or partnerships that purchase the Licensed Software in exercise of their commercial or self-employed professional activities (entrepreneurs).

## PART A – GENERAL PROVISIONS

### 2. DEFINITIONS

In addition to the definitions in clause 1, for the purposes of interpreting these Software License Terms the following terms have the meanings ascribed to them here in clause 2.

2.1 “Affiliate” is any company controlled by the relevant party to the License Agreement or that controls the relevant party or that is under the joint control of a third party along with the relevant party. For the purpose of this provision, “control” means (i) holding over 50% of the voting shares in the relevant company or (ii) having the legal and/or actual option of determining the management and/or the major business actions of the relevant company.

2.2 “Client Software” means the application software (if available) in its latest version that the Licensee must install on a client to gain access to certain On-Premise Products or Cloud Products including the relevant user documentation, if available.

2.3 “Cloud Product” means Licensed Software that does not require installation on the Licensee’s servers for proper use but is operated on the systems of Phoenix Contact or third parties commissioned by it and which is accessed by the User by remote data transmission (internet, VPN, etc.).

2.4 “Company License”: If the Licensee purchases a Company License, it is entitled to use the Licensed Software according to these Software License Terms only for its own company and not in a group of companies.

2.5 “Confidential Information” is all information and documents of the other party designated as confidential or to be considered confidential based on the circumstances, especially information about business processes, business contacts and know-how.

2.6 “Contractual Year” is a period of twelve (12) months from entering into the License Agreement and/or Maintenance Agreement and the period from the first day following expiry of the first or each subsequent 12-month period.

2.7 “Customer Data” means all electronic data or information transferred by or in the name of the Licensee or by the User - to or via Cloud Products, or to licensing systems (e.g., ticket number of a license) enabling activation of an On-Premise Product.

2.8 “Embedded Software” is Licensed Software that is integrated into a Phoenix Contact device or designed for integration into an End Customer device, e.g., in a control unit, an intelligent controller or a display and also encompasses runtime licenses for function block libraries and visualization libraries.

2.9 “Facility License”: If the Licensee purchases a Facility License, it is entitled to use the Licensed Software according to these Software License Terms only at the facility named in the License Agreement.

2.10 “Group License”: If the Licensee purchases a Group License, it is entitled to sublicense the Licensed Software according to these Software License Terms to Affiliates of the Licensee, to use it for such Affiliates or to allow it to be used by such Affiliates for the benefit of the Licensee on condition that (i) the Licensee informs the Licensor in writing in advance about such sublicensing or third-party use in the group, giving the name and contact

details of the Affiliate and (ii) the Affiliate agrees to tolerate, and cooperate with respect to, controls by the Licensor pursuant to clause 15.

2.11 “License Agreement” means any contractual agreement between Licensor and Licensee about the paid-for or free-of-charge provision of software by the Licensor to the Licensee. Depending on the product, such an Agreement can arise in different ways, especially by conclusion of a License Sheet between Licensor and Licensee, downloading of the software by the Licensee from a location specified by the Licensor for that purpose (e.g., website of the Licensor, its Affiliate or authorized partner or a cloud marketplace used for distribution by the Licensor, such as an app store) and/or purchase of a device with integrated Embedded Software by the Licensee.

2.12 “License Sheet” is a document issued by the Licensor for certain Licensed Software as part of or in addition to a License Agreement and containing detailed provisions to be observed by the Licensee regarding the Licensed Software such as Licensor, name and type of Licensed Software, licensed Users and duration of the license.

2.13 “License Upgrade” means an extension of the license scope on the basis of an existing license.

2.14 “Licensed Software” is the computer program in the object code and/or Source Code – depending on the product – including the related documentation in the agreed language that is the subject of the purchase by the Licensee from the Licensor. This includes all SW Updates, SW Upgrades and License Upgrades insofar as they are provided to the Licensee according to these Software License Terms, a License Agreement and a Maintenance Agreement. The Licensed Software can include third-party software, especially Open Source Software and/or

be combined with such third-party software that is governed by the separate terms of use of the third party.

2.15 “Login” means registering or logging in by a User onto the system at the start, and as a requirement for, every use of the Licensed Software, when the User is required to enter certain individual information such as name, user name, password or client ID.

2.16 “Maintenance Agreement” means any contractual agreement between the Licensor and the Licensee about the provision of maintenance and support services by the Licensor for the Licensee.

2.17 “Maintenance Sheet” is a document that may be issued by the Licensor for maintenance and support services as part of or in addition to a Maintenance Agreement and containing detailed provisions to be observed by the Licensee regarding the maintenance and support services. A Maintenance Sheet can also be combined with a License Sheet in one document.

2.18 “Major Release” is a new version of the Licensed Software with comprehensive new functionality and/or on a new technological basis. The change in the version designation is expressed as 2.4.0 to 3.0.0, for example.

2.19 “Mobile App” means an application specifically designed for use on mobile devices such as smartphones or tablets. This includes the enabling of additional functions of the Licensed Software via in-app transactions.

2.20 “Network” means the linking of Workplaces and/or Servers within the Licensee’s company.

2.21 “On-Premise Product” is Licensed Software that requires installation on a Workplace or Server of the Licensee. On-Premise Products therefore include desktop software and libraries that come within the above description.

2.22 “Product Description” means the description and technical specifications of the Licensed Software, which may also include the security, data backup and other relevant descriptions and which is provided to the Licensee upon Purchase of the Licensed Software or which is available to the Licensee on a website specified by the Licensor.

2.23 “Purchase”, “purchasing” or variants thereof mean the gaining of access (whether paid-for or free) pursuant to Licensor’s applicable terms, which may vary by the product.

2.24 “Server” is a type of computer hardware that provides computer programs, data and/or other resources so that other computers and/or computer programs can access these via a network.

2.25 “Software Development Toolkit (SDK)” is a set of program libraries and programming tools for software development.

2.26 “Source Code” is the text of a computer program written in a programming language and readable by humans.

2.27 “SW Update” describes a version of the Licensed Software with the same or refined functions with minor improvements but with the intention of removing bugs, defects or malfunctions in the Licensed Software. The change in the version number, e.g., from 2.4.1 to 2.4.2 (corresponding to a bug fix or changes that do not contain any extended functionalities) determines classification as an Update.

2.28 “SW Upgrade” describes a higher-level version of the Licensed Software (new version) or a version with extended functionalities or features, possibly with a change to the version name, e.g., from 2.4.0 to 2.5.0 (higher configuration level).

2.29 “Use/usage” designates any use of the Licensed Software, especially by reproduction, transfer or uploading to the memory (RAM) or installation on a permanent storage medium (e.g., hard disk, DVD-ROM or other storage media) and/or hardware for processing system instructions or information contained in this software and access by a User to the Licensed Software starting with Login of the User and ending with automatic or manual logout of the User regardless of whether and which activities the User performs in the period between Login and logout.

2.30 “Workplace Software” is Licensed Software that may only be installed on one Workplace per license.

2.31 “Workplace” means an individual computer or computer workstation.

2.32 “Written Form” requires that the declaration of intent and/or declaration of knowledge, unless otherwise specified in the Software License Terms, be signed by duly authorized representative(s) of the respective party in writing.

### 3. SUBJECT MATTER OF THESE SOFTWARE LICENSE TERMS

3.1 The subject of these Software License Terms is the temporary or perpetual Purchase of the Licensed Software and includes the license grants for such use in clause 5 and the specific granting of rights for the relevant products in Parts B to F. In addition, Licensor and Licensee may agree on the provision of maintenance and support services by the Licensor.



3.2 Further details such as the type of Licensed Software, duration of licensing, type of license, number of licenses and price (unless provided free of charge) and third- party license terms and OSS software license terms are set forth in the relevant License Agreement. The provisions of these Software License Terms apply to every purchase agreed with binding effect between Licensor and Licensee. In case of any contradictions between these Software License Terms and the terms of the License Agreement, the provisions of the License Agreement shall prevail.

#### 4. GENERAL

4.1 As the Licensed Software is a standard product, the Licensor is not responsible to the Licensee for meeting industry-specific, legal or regulatory requirements unless they apply directly to the Licensor by applicable mandatory law and/or unless otherwise specified in the License Agreement. It is therefore the obligation of the Licensee to check the suitability of the Licensed Software for use according to the applicable legal and regulatory requirements for the Licensee.

4.2 The Licensed Software is not designed for operating nuclear power plants, for use in cars or for flight navigation, air traffic control or flight communication.

4.3 Provided no explicit “security features” are listed in the Product Description, no such services are included.

4.4 The Licensor may at all times update the Licensed Software and make changes to it (such as infrastructure, security, technical configurations, application functions, etc.) and amend the Product Description accordingly, provided that the changes do not lead to a significant reduction in the functions and functionalities or of the performance, security or availability level of such Licensed Software that the Licensee has purchased before the changes come into effect.

4.5 The Licensee is required to secure the Licensed Software by appropriate measures against access by unauthorized third parties, in particular to store all copies of the Licensed Software in a protected location and to protect access passwords from access by unauthorized parties. Each access password may only be used by one natural person. The Licensee is prohibited from transferring or disclosing access passwords to other people. The Licensee must ensure that Users log out of their account at the end of each session. The Licensee is responsible for all activities in its account to the extent the activities were either authorized or tolerated by the Licensee, or were not authorized or tolerated by the Licensee but which could have been prevented by exercising due care.

#### 5. GRANT OF RIGHTS

5.1 If the Licensee is an Authorized Distributor, Phoenix Contact grants the Authorized Distributor the right to distribute the Licensed Software to End Customers in accordance with the agreements between Phoenix Contact and the Authorized Distributor (e.g., in a distribution agreement), provided the Authorized Distributor shall not and cannot in any case grant an End Customer any other or further rights to the Licensed Software other than the rights granted to the Licensee under these Software License Terms. The right of the Authorized Distributor to use the Licensed Software is limited to the right of distribution described above. The Authorized Distributor is not permitted to use the Licensed Software in any other manner and the following provisions of clause 5 do not apply unless otherwise agreed between Phoenix Contact and the Authorized Distributor (e.g., demo version for presentations at the End Customer). The right of distribution granted under this clause 5 shall not be exclusive, unless otherwise specified in the License Agreement.

If the Licensee is an End Customer, the grant of rights to the End Customer as Licensee is

set forth in the provisions of this clause 5 and the relevant provisions in Parts B to F, depending on the type of Licensed Software purchased.

5.2 The Licensor grants the Licensee a license to use the Licensed Software according to these Software License Terms and the License Agreement. This license grant applies solely to the Licensed Software named in the License Agreement even if it is technically possible for the Licensee to access and/or use other software too. The Licensor grants the Licensee only the rights of use explicitly named in these Software License Terms and the License Agreement. The Licensee is not entitled to use the Licensed Software in any additional way.

5.3 The Licensor offers Licensed Software under various license types depending on the product. The individual types of license are described in Parts B to F of these Software License Terms and apply to the products named there. The relevant license type for a particular product is specified in the License Agreement and/or these Software License Terms. The licensing constitute specifications and restrictions of the grant of rights of use for the Licensed Software, which the Licensee must strictly adhere to.

5.4 The Licensee may only use the Licensed Software for its internal business purposes, or for commercial use according to this clause 5.4. For the purpose of this clause 5.4 “Commercial use” means usage of the Licensed Software for the purposes of producing, developing or refining, marketing and/or offering goods, services or data or other services to third parties with or without the intention to make a profit. However, even if commercial use is permitted, the Licensee shall not distribute, market, sell, lease, rent, make publicly available or otherwise publicly display the Licensed Software to third parties in whole or in part. Any other provisions of these Software License Terms, including without limitation clauses 5 to 6, remain unaffected.

5.5 The licenses listed in Parts B to F are granted either as a Facility License, Company License or Group License. The restrictions of these Software License Terms, in particular the number of licenses purchased and authorized Users, remain unaffected by this in any case. Whether the Licensee purchases a Facility License, Company License or Group License for the Licensed Software is specified in the License Agreement. If the License Agreement does not specify the license type, the Licensee purchases the relevant Licensed Software as a Facility License for SDKs, and otherwise as a Company License.

5.6 Unless the License Agreement states otherwise, the Licensee is entitled in accordance with these Software License Terms (i.e., including without limitation the restrictions of this clause 5) in the context of service contracts, e.g., data center outsourcing or hosting, to allow the respective third-party service provider to use the Licensed Software provided that (i) the Licensee informs the Licensor in writing in advance about such third-party use, giving the name and contact details of the third-party service provider, (ii) the third-party service provider uses the Licensed Software solely for the purposes and for the benefit of the Licensee under the relevant service contract and that the use occurs only for the duration of the service contract, (iii) the third-party use of the Licensed Software is and remains only as strictly necessary to provide services of the third-party service provider to the Licensee under the relevant service contracts, (iv) the third-party service provider agrees to tolerate, and cooperate with respect to, controls by the Licensor pursuant to clause 15 and (v) the third-party service provider is not a competitor of the Licensor (and/or a competitor of Phoenix Contact, if the Licensor is an Authorized Distributor). This right applies to both a Company License and a Group License; in the latter case, this clause 5.6 applies provided that the service agreement with the third-party service provider may also be entered into by an authorized Affiliate according to clause 5.5 instead of by the Licensee and/or the use by the third-party service provider may take place for the purposes of such an authorized Affiliate.

5.7 The Licensed Software may only be sublicensed to third parties, made available to

third parties, used by the Licensee for the purposes of third parties, or used by third parties for the purposes of the Licensee, if and to the extent explicitly permitted in these Software License Terms. Any other sublicensing, making available to, or

usage by third parties is prohibited. The Licensee is responsible for all actions and omissions by its sublicensees or third-party users in connection with the use of the Licensed Software to the same extent as for its own actions and omissions. The right to sublicense, make available to or use for third parties or use by third parties on the Licensee's behalf does not affect the number of licenses purchased by the Licensee. If the Licensee has reason to assume that a sublicensee or third-party user is using the Licensed Software contrary to the terms of licensing, the Licensee must inform the Licensor without delay and prevent any further use of the Licensed Software by the sublicensee and/or third-party user in question.

## 5.8 Pre-release software versions/prototypes

5.8.1 The Licensor and Licensee may agree on the provision of pre-release software versions. Software pre-release versions are marked especially as alpha, beta, release candidate, prototype or similar labels. Unless individual arrangements or other agreements have been made, the provision of software pre-release versions is conclusively set forth below:

5.8.2 The software pre-release versions are development versions, test versions, preliminary versions and/or built-in versions that were only partly tested, may be incomplete and are provided to the Licensee solely for test purposes. They are prototypes.

5.8.3 The software pre-release versions may only be deployed by Licensee in accordance with the approved purpose and at the approved location. Even upon approval as a pre-release version, the software has not been sufficiently tested to be used in a company under all conditions. The software pre-release versions must therefore be used in protected conditions in a secure test environment to avoid damage to other objects or people and must not be used in real operations (production facilities). Additionally, the software pre-release versions must only be used so that uninvolved third parties and their employees cannot be harmed even if the prototypes fail. The software pre-release versions are only to be used by persons with the necessary expertise in a physically separate area and using protective devices. The personnel used must be instructed accordingly by the Licensee and informed of the dangers due to lack of series maturity and functional restrictions.

5.8.4 The information provided at the same time does not rule out the Licensee's own testing under its own responsibility, especially with regard to suitability, and must not be used without testing.

5.8.5 The Licensee must not pass on the transferred software pre-release versions and any accompanying documentation to third parties in full, as excerpts, or as a copy.

## 6. RESTRICTIONS

6.1 If the Licensee is an End Customer, the provisions of this clause 6 apply without any restriction.

If the Licensee is an Authorized Distributor, the following applies: The Authorized Distributor is entitled to distribute the Licensed Software to End Customers according to the relevant License Agreement between Phoenix Contact and the Authorized Distributor; in this respect the clauses 6.2 and 6.5 (i) do not prevent distribution to End Customers permitted under the License Agreement and are not

to be interpreted as a restriction on this right of distribution. Clause 6.6 does not apply to the



Authorized Distributor. Clauses 6.3, 6.4 and 6.5 (ii) apply without restriction.

6.2 Unless specified otherwise in these Software License Terms, the Licensee is not permitted to provide the Licensed Software to third parties, display it publicly or make it publicly available, whether for a fee or free of charge and whether temporarily or permanently.

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

6.4 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from accessing or trying to access the Source Code of the Licensed Software by its own means or via third parties by reverse engineering, decompiling, disassembly or other measures. The Licensee may take such measures to achieve interoperability of the Licensed Software with other, independently created computer programs solely insofar as the information in question is essential for achieving interoperability and provided the Licensee informs the Licensor accordingly in writing beforehand giving the Licensor the opportunity to provide the Licensee with the necessary information within a reasonable time period and the Licensor fails to do so.

6.5 The Licensee is also prohibited, without the prior written consent of the Licensor, (i) subject to clause 5.6, from granting third parties access to or use of the Licensed Software in the context of services, application service provision, software as a service, outsourcing, time sharing or in a similar way, whether or not it is a matter of corresponding activities by the Licensee for third parties or such activities by third parties for the Licensee, or (ii) from removing, changing or disguising any references to industrial property rights, labels or trademarks on the Licensed Software or documentation.

6.6 The Licensee is entitled to resell to third parties Licensed Software for which it has purchased a perpetual right of use, with simultaneous transfer of the rights of use granted under these Software License Terms, provided that

- a) it is a perpetual and not only temporary transfer;
- b) the Licensee fully and irrevocably deletes all copies it has of the Licensed Software; and
- c) the third party accepts the applicability of these Software License Terms as between Licensor and third party.

## 7. INFRINGEMENT OF RIGHTS OF USE

7.1 In the event of an infringement of the provisions of clauses 5 to 6 by the Licensee, the

Licensee shall pay a contractual penalty to the Licensor in the amount of: (i) 10 % of the total fees paid and payable under the affected License Agreement, or (ii) EUR 25,000, whichever is higher. Any other rights of Licensor, including without limitation damage claims, shall remain unaffected.

7.2 In the case of Cloud Products and other Licensed Software provided for a limited time, the Licensor may, in the event of an infringement by the Licensee of a material provision of these Software License Terms and Licensee's failure to cure this infringement within thirty (30) days of receipt of a written warning notice, suspend access to the Licensed Software until the infringement is cured. This includes but is not limited to Licensee's infringement by its breach of any terms in clauses 5, 6 or 10.

## 8. SYSTEM REQUIREMENTS AND COMPATIBILITY

The Product Description may contain certain system requirements and compatibility information for the use of the Licensed Software. In particular, it may contain information on which hardware, operating environment and operating systems the Licensed Software is designed for and/or to what extent it is compatible with such components. If the Licensee does not use the Licensed Software in accordance with the system requirements or compatibility information given in the Product Description, the Licensor assumes no warranty for such use and the functioning of the Licensed Software in this respect and is not liable for any consequences of such use.

## 9. PROFESSIONAL SERVICES

If certain professional services, e.g., training, consulting, development or implementation services, are desired by the Licensee and such professional services are generally part of the Licensor's service portfolio, the Licensor and Licensee may agree that the Licensor shall provide the corresponding services on the agreed conditions. These Software License Terms do not apply to such services.

## 10. PRICES AND PAYMENT TERMS

10.1 Unless the Licensor provides the Licensee with the Licensed Software free of charge, the Licensee shall pay the respective price for the purchased Licensed Software and for maintenance and support services. The price is specified in the License Agreement and/or Maintenance Agreement. If the License Agreement and/or Maintenance Agreement does not include prices, the prices on the Licensor's price list current at the effective date of the License Agreement/Maintenance Agreement, or its successor (as the case may be), shall apply.

10.2 All prices are net of any statutory value-added tax, customs duties and other taxes or fees. These are payable by the Licensee.

10.3 In the case of Licensed Software provided perpetually for a fee, the Licensor invoices the purchase price upon delivery of or granting of access to the Licensed Software, unless otherwise agreed.

10.4 In the case of Licensed Software provided for a limited time for a fee, remuneration is due and payable without deduction

- a) in the case of fixed prices, in advance by the 3rd working day of the agreed regular billing period at the latest;
- b) in the case of varying, e.g., User-dependent prices

either (i) within ten (10) days of expiration of the regular billing period and invoicing; the amount of remuneration is determined by the number of licenses existing in the regular billing period to be invoiced;

or (ii) in advance within ten (10) days of invoicing for the agreed regular billing period, whereby the price for this billing period is calculated from the actual quantity used during the previous billing period;

if a varying price calculation is agreed, but not a due-date rule, variant (i) applies.

Unless otherwise agreed, the regular billing period is quarterly.

10.5 Maintenance and support services are invoiced by the Licensor on a quarterly basis in advance.

10.6 The remuneration is due and payable without deductions within thirty (30) days net starting from the invoicing date. Except as provided for by mandatory applicable laws (e.g., in case of warranty claims subject to clause 11, or a pre-mature termination of a time-limited license by the Licensee pursuant to clause 17.5), all payment obligations under any and all License Agreements and/or Maintenance Agreement are non-cancellable and all payments made are non-refundable.

10.7 For Cloud Products, other Licensed Software provided for a limited period, and maintenance and support services, the Licensor is entitled once per Contractual Year beginning upon the second Contractual Year, with three (3) months' advance notice, to increase the prices agreed for the current contract with effect for the future, in order to adjust the price structure to altered costs for the procurement and provision of the Licensed Software and/or the maintenance and support services, including price increases of third-party suppliers or service providers, higher wage costs and increases in the tax to be paid upon procurement, but by a maximum of ten percent (10 %) in comparison with the price valid at the time in question.

10.8 If the Licensee defaults on payment, the Licensor is entitled to charge default interest (i) at the maximum amount allowed by applicable statutory law, or (ii) of nine percent (9 %) p.a., depending on which is lesser. Other rights of the Licensor, especially compensation claims, remain unaffected.

10.9 The Licensee is only entitled to offset or withhold payments on the basis of claims that are undisputed by the Licensor, or claims that have been finally awarded by a competent court.

## 11. PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

11.1 Solely for Licensed Software provided for a fee, the Licensor covenants that the Licensed Software will perform as described in the Product Description. For the Cloud Products, the foregoing covenant will apply only during the period of the agreed availability (clause 27.4). If the performance standard in this clause 11.1 is not met, the Licensee's sole and exclusive remedy is to request a repair of the defect from Licensor pursuant to clause 11.2 Upon Licensor's receipt of the foregoing request, Licensor may at its sole discretion remedy this defect by repairing it or by supplying defect-free Licensed Software. The Licensor also may remedy the defect by providing an SW Update or SW Upgrade. The Licensor bears no responsibility for the Licensed Software that meets the expectations of the Licensee.

11.2 The Licensee must notify the Licensor of defects in writing without delay and at least

within ten (10) days and describe the error symptoms in detail. This period starts (i) for obvious defects, upon provision of the Licensed Software, (ii) for other defects, upon discovery of the defect. For perpetually provided Licensed Software, the warranty for defects not reported on time shall be excluded.

11.3 The Licensor warrants that the Licensed Software within the European Union, EFTA, US and China is not subject to third party claims for infringement of their intellectual property rights that impair the contractually agreed use of the Licensed Software in the aforementioned territories by Licensee.

11.4 If third parties assert claims before expiration of the warranty period (clause 11.8) against the Licensee for infringement of intellectual property rights within one of the territories listed in clause 11.3, the Licensee's sole and exclusive remedy is to request Licensor to remedy this defect. Licensor may remedy this defect at its sole discretion by (i) acquiring the necessary rights for the Licensee so that the Licensed Software no longer infringes any third-party intellectual property rights, (ii) replacing the Licensed Software wholly or partly with another product with similar functionality that causes no infringement, or (iii) modifying the Licensed Software in such a way that no third-party intellectual property rights are infringed while maintaining similar functionality; this can be done by providing an SW Update or SW Upgrade.

11.5 Subject to Licensee's compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor's expense. The Licensor will indemnify the Licensee in this respect against any court fees and fees for the Licensee's lawyer necessary to defend against claims up to the value of the statutory fees. Any lawyer's fees exceeding that amount shall be assumed only with the prior written consent of the Licensor. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

11.6 The Licensee is only entitled to remedy defects itself or have third parties remedy them if the Licensor genuinely and definitively refuses to remedy the defect or takes

no appropriate measures to remedy the defect even after a reasonable grace period has expired.

11.7 If the Licensor demonstrates that there was no defect for which it is responsible according to the provisions in this clause 11, the Licensor may request the Licensee to reimburse the Licensor for its expenses related to its activities to remedy the alleged defect on a time and material basis at the generally applicable rates of the Licensor.

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.2 (i.e., willful misconduct or gross negligence, or personal injury), the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twelve (12) months the original purchase of the Licensed Software. THEREFORE, UPON THE END OF THE FOREGOING TWELVE (12) MONTH PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE "AS IS" AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

11.9 To the extent permitted by applicable law, and except when otherwise stated in

Written Form, Licensed Software provided free of charge is provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

11.10 Clause 11 conclusively describes the scope of Licensor’s warranty obligations.

## 12. LIABILITY

12.1 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor’s willful misconduct or gross negligence or (b) Licensor’s personal injury, Licensor will not be liable (whether in contract or tort) to Licensee for any consequential, incidental, indirect, or exemplary damages arising out of or relating to these Software License Terms.

12.2 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor’s willful misconduct or gross negligence or (b) personal injury caused by Licensor, Licensor’s aggregate liability arising out of these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor’s liability (if Licensee received the Licensed Software free of charge, Licensor’s aggregate liability will not exceed EUR 5).

12.3 The Licensee is required to adequately back up data and for this purpose to make backup copies of all data and programs in machine-readable form at least once a day. If there is a data loss that is the fault of the Licensor, the Licensor’s aggregate liability is limited to the reasonable and actual costs of restoring data that the Licensee could not have prevented the loss of by meeting the aforementioned obligation or by taking other reasonable measures.

12.4 For avoidance of doubt, this clause 12 applies to personal liability of employees, representatives and agents of the Licensor.

## 13. CONFIDENTIALITY

13.1 The Licensee shall maintain the confidentiality of any Confidential Information of the Licensor and not disclose it or make it accessible to third parties. This obligation survives for a period of five (5) years after the end of the relevant License Agreement and/or Maintenance Agreement.

13.2 Confidential Information does not include such information

a) that the Licensee verifiably already knew upon entering into the relevant License Agreement and/or Maintenance Agreement or that later becomes known from a third party without any infringement of a non-disclosure agreement, statutory provisions or official orders;

b) that is publicly known upon entering into the relevant License Agreement and/or Maintenance Agreement or later becomes publicly known, unless this is due to an infringement of these Software License Terms;

13.3 If Confidential Information has to be disclosed due to statutory obligations or by order of a court or an authority, the Licensee, insofar as legally admissible, shall first inform the Licensor and give it the opportunity to take action against the disclosure.

13.4 If the parties enter into a separate agreement on confidentiality before or after entering into the License Agreement, the relevant agreement takes precedence over the provisions of this clause 13 in the event of any contradictions.



## 14. DATA PRIVACY

14.1 In execution of the contract, the Licensor processes personal data of the Licensee and its involved employees (name, contact details, other personal data for contract execution), as well as of any other people (such as Users) to the extent this is necessary for proper performance of the contract taking into account the relevant licensing model.

14.2 The Licensor shall comply with the data protection laws applicable to the Licensor's services under these Software License Terms. Insofar as the Licensee receives personal data of the Licensor, the Licensee is likewise required to comply with the applicable data protection laws. Personal data of which the Licensee obtains knowledge may be processed by the Licensee only to execute the contract and shall in no event be shared, sold or otherwise made available to third parties for purposes other than the aforementioned ones.

## 15. CONTROL RIGHTS

15.1 The Licensor is entitled to take legally permissible technical measures to monitor and/or ensure the contractual use of the Licensed Software by the Licensee, e.g., license keys, dongles, license servers or logging of the Licensee's technical usage data. The Licensee undertakes not to disable, modify and/or circumvent such measures or to attempt to do any of the foregoing.

15.2 The Licensor is entitled to audit the Licensee solely for the purpose of verifying the use of the Licensed Software by the Licensee (but at most once every twelve (12) months), provided the Licensor has no other reasonable but equally effective

opportunity to verify the use of the Licensed Software by the Licensee. Such audit may only be carried out by an independent auditor who is subject to a professional or other non-disclosure obligation. The auditor may only provide information to the Licensor to the extent necessary for the assertion and enforcement of rights to the Licensor's intellectual property. The Licensor shall bear the costs of such audit unless the audit shows that the Licensee infringed the Licensor's intellectual property rights to a not just immaterial extent; in the latter case the Licensee shall pay the auditor's costs.

15.3 The Licensee shall cooperate with the Licensor in this regard; in particular, it shall (a) at the Licensor's request, produce a license report, (b) allow visits and/or audits on site by the auditor to monitor, assess and verify the use of the Licensed Software during normal business hours and with sufficient advance notice. When the audit is conducted, both parties must observe the applicable data protection laws. The Licensee must ensure that no personal data are provided to the auditor and/or the Licensor in connection with the audit. If and insofar as the audit cannot be carried out without providing personal data to the auditor, the Licensee shall take the necessary measures to ensure that only the personal data necessary for the audit to be conducted is provided.

## 16. APPLICABLE LAWS; EXPORT AND RE-EXPORT CONTROL

16.1 The Licensee is responsible for ensuring that its use of the Licensed Software is compatible with all statutory and regulatory requirements applicable to the Licensee.

16.2 The Licensee is informed that the export of the Licensed Software, information and documentation according to the relevant export provisions of the Federal Republic of Germany, the countries in which the Licensor and/or the Licensee is located, the European Union and/or the United States of America (US (re-)export provisions) – e.g., due to its type or purpose or final location – may require authorization or may be excluded and any contravention subject to criminal prosecution. The Licensee is therefore responsible for

strictly observing all nationally or internationally applicable (re-)export provisions and in any case the EU dual use and sanction law and obtaining any necessary permits. The Licensee therefore undertakes to check and ensure in particular that

- a) insofar as the Licensed Software, information and documentation may be supplied for defense-related, nuclear or weapon-related use or delivered to a military recipient with authorization from the relevant, in particular national, authorities, all authorizations must be obtained from the authorities and Licensor in advance of the supplying of the Licensed Software, information and documentation;
- b) the relevant UN resolutions, EU Regulations and German laws and other applicable laws and regulations of the competent authorities are observed;
- c) no Licensed Software, information and documentation is provided directly or indirectly to the persons and companies listed on the relevant sanction lists.

16.3 The supply and service obligations under the relevant License Agreement (contract performance) are subject to the condition that no obstacles or prohibitions based on national or international provisions, especially export control regulations, embargoes or other sanctions prevent performance. The parties undertake to provide all

information and documents needed for the export/shipment/import. Any delays due to export controls or authorization procedures nullify agreed deadlines and delivery times. If the necessary authorizations are not issued despite proper application by the party required to do so, with respect to the affected parts the License Agreement shall be deemed not concluded; damage claims in this respect and related of the aforementioned exceeding of deadlines are excluded.

16.4 The Licensor shall specify the relevant points of contact for further information to the Licensee on request.

16.5 If the Licensee infringes its obligations under this clause 16, it shall indemnify the Licensor upon first demand against all claims and compensate all damages that sub-suppliers of the Licensor, rights holders, other third parties or government and/or international authorities or organizations assert towards the Licensor, unless the Licensee is not responsible for the infringement.

## 17. TERM AND TERMINATION

17.1 These Software License Terms shall continue to apply for as long as the Licensee is entitled to use the Licensed Software under a License Agreement.

17.2 Therefore, no term is provided for in the case of perpetually provided Licensed Software.

17.3 For temporarily provided Licensed Software and for maintenance and support services, the relevant License Agreement and/or Maintenance Agreement contains an initial term. Unless otherwise agreed, the initial term of a License Agreement for temporarily provided Licensed Software runs until the end of the calendar year in which it is purchased. The same applies for the initial term of a Maintenance Agreement.

17.4 The Licensor and Licensee may terminate any time-limited License Agreement and/or any Maintenance Agreement after the initial term and/or any Extension Period (as defined below) with three (3) months' notice prior to the expiry of the applicable term. If the relevant License Agreement and/or Maintenance Agreement is not terminated in time, it shall be extended by another twelve (12) months each ("Extension Period").

17.5 Each Party may terminate a time-limited License Agreement and/or a Maintenance Agreement in writing without notice for cause. A cause justifies termination by the Licensor particularly if the Licensee has infringed the rights of use of the Licensor by using the Licensed Software to an extent beyond that permitted in these Software License Terms and does not cease this infringement within fourteen (14) days of a warning by the Licensor.

17.6 If a time-limited License Agreement is terminated, the Licensee shall cease using the Licensed Software and remove all installed copies of this Licensed Software from its computers and return to the Licensor at its choice any backup copies made without delay. Upon corresponding written request by the Licensor, the Licensee shall, instead of returning them, irrevocably destroy all copies of the Licensed Software according to the appropriate instructions of the Licensor such that they cannot be restored. The Licensee shall confirm to the Licensor within thirty (30) days of receipt of the request that the Licensee has met the above obligations.

17.7 All notices regarding a party's intent to terminate a License Agreement and/or a Maintenance Agreement require Written Form to be valid.

17.8 The provisions of these Software License Terms which, by their terms, require performance after the termination or expiration of these Software License Terms, or have application to events that may occur after the termination or expiration of these Software License Terms, will survive the termination or expiration of these Software License Terms. The foregoing includes clauses 6.3, 10.8, 12, 13, 16, 18.1, and 18.2 - 18.7.

## 18. MISCELLANEOUS

18.1 Licensee's General Terms and Conditions do not apply.

### 18.2 Governing Law and Venue

18.2.1 Any License Agreement, Maintenance Agreement and these Software License Terms are governed exclusively by the laws of the Federal Republic of Germany. In this case, the Annex to Software License Terms – Local Terms GERMANY shall apply in addition to these Software License Terms.

18.2.2 Unless otherwise provided for in clause 18.2.3, all disputes arising from or in connection with any License Agreement, Maintenance Agreement and/or these Software License Terms or about its validity shall be definitively decided according to the arbitration rules of the German Institute of Arbitration (DIS) without the possibility of recourse to legal action. The place of arbitration is Cologne, Germany. The court of arbitration consists of three arbitrators. The language of the arbitral proceedings is English.

18.2.3 If the Licensee has its principal place of business in a certain country as listed hereinafter, this clause 18.2.3 sets forth the governing law for any License Agreement, Maintenance Agreement and these Software License Terms with that particular Licensee. For this purpose, the Licensor and the Licensee hereby agree that: (i) any such License Agreement, Maintenance Agreement and these Software License Terms shall be conclusively governed by and construed in accordance with the laws of the country set forth hereinafter, without reference to its conflict of laws provisions; and (ii) the courts set forth hereinafter shall have exclusive jurisdiction for any and all disputes arising out of or in connection with such License Agreement, Maintenance Agreement and these Software License Terms, including disputes about its validity. However, if the Licensor has its principal place of business in Germany, in deviation from Clause 18.2.3 all disputes arising from or in connection with any License Agreement, Maintenance Agreement and/or these Software

License Terms or about its validity shall be definitively decided under the Rules of Arbitration of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. The place of arbitration is Cologne, Germany. The court of arbitration consists of three arbitrators. The language of the arbitral proceedings is English.

Licensee's Location	Governing Law	Venue
Austria	The laws of Austria	Commercial Court of Vienna, Austria
Belgium	The laws of Belgium	Courts of Brussels, Belgium
Bulgaria	The laws of Bulgaria	Courts of Sofia, Bulgaria

China The laws of China (for purpose of these Software License Terms, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan) People's court located where the relevant agreement was signed. The Parties hereby agree that, each of the License Agreement, Maintenance Agreement and/or these Software License Terms (if applicable) shall be signed by the Parties in Jiangning District, Nanjing, China.

#### Croatia

The laws of Croatia Arbitration under the Rules of Arbitration at the permanent arbitration court of the Croatian Chamber of Economy (Zagreb Rules). The place of arbitration is in Zagreb. The arbitral tribunal consists of three arbitrators. The language of the proceedings is Croatian.

Cyprus	The laws of the Republic of Cyprus	Courts of the Republic of Cyprus
Czech Republic	The laws of the Czech Republic	Courts of the Czech Republic

#### Denmark

The laws of Denmark Sø- og Handelsretten (the Maritime and Commercial High Court) in Copenhagen, Denmark

Estonia	The laws of Estonia	Harju county court (in Estonian: Harju Maakohus), Estonia
---------	---------------------	---

#### Finland

The laws of Finland Arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be three. The language of the arbitration shall be English.

France	The laws of France	Courts of Paris, France
--------	--------------------	-------------------------

Greece	The laws of Greece	Courts of Athens, Greece
--------	--------------------	--------------------------

Hungary	The laws of Hungary	Hungarian courts having competence at the registered seat of the Licensor
---------	---------------------	---

Ireland	The laws of Ireland	Courts of Ireland
---------	---------------------	-------------------

Italy	The laws of Italy	Courts of Milan, Italy
-------	-------------------	------------------------

Japan	The laws of Japan	Yokohama District Court, Japan
-------	-------------------	--------------------------------

#### Latvia

The laws of Latvia Courts in Latvia determined in accordance with the rules of legal procedure prescribed by law

Lithuania	The laws of the Republic of Lithuania	Courts of the Republic of Lithuania
-----------	---------------------------------------	-------------------------------------

Luxemburg The laws of Luxemburg Competent courts of Luxembourg-Ville, the Grand-Duchy of Luxembourg

Malta The laws of Malta Courts of Malta

Netherlands The laws of the Netherlands Competent court of Gelderland, the Netherlands

Norway The laws of Norway Oslo tingrett/District Court, Norway

Poland

The laws of Poland Polish common court relevant for the district Warsaw-Śródmieście (Warszawa- Śródmieście) in Warsaw, Poland

Portugal The laws of Portugal Competent court of Sintra, Portugal

Romania The laws of Romania Romanian Court of competent jurisdiction from the Licensor's registered seat

Slovakia The laws of Slovakia Competent Slovak court

Slovenia The laws of Slovenia Courts of Ljubljana, Slovenia

Spain The laws of Spain Courts of Madrid, Spain

Sweden

The laws of Sweden Arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The arbitral tribunal shall consist of three arbitrators. The language of the arbitral proceedings shall be English.

Switzerland The laws of Switzerland Swiss courts having competence at the registered seat of the Licensor

United Kingdom The laws of England and Wales Courts of England and Wales

United States of America The laws of the commonwealth of Pennsylvania Federal courts in Philadelphia County, Pennsylvania

18.2.4 The UN Convention on the International Sale of Goods of 11 April 1980 (UN sales law) is excluded.

18.3 All notices under these Software License Terms to Licensor will be given in Written Form and will refer to the relevant License Agreement and/or Maintenance Agreement and to these Software License Terms. Any notice provided in any other manner will be deemed NOT received by Licensor unless Licensor specifically acknowledges receipt of such notice in Written Form.

18.4 Licensee will not assign any License Agreement, Maintenance Agreement and/or these Software License Terms, in whole or in part, without Licensor's prior written consent. Any attempt to assign in violation of this clause is void in each instance. All the terms and conditions of the relevant License Agreement, Maintenance Agreement and these Software License Terms will be binding upon, will inure to the benefit of, and will be enforceable by the parties and their respective successors and permitted assigns.

18.5 If any provision of any License Agreement, Maintenance Agreement and/or these Software License Terms is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of such License Agreement or Maintenance Agreement (as the case may be) and of these Software License Terms will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.



18.6 These Software License Terms, together with all its associated exhibits and schedules, as well as the License Agreements and Maintenance Agreements, all of which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Licensed Software and related services and supersede the parties' prior agreements, understandings and discussions relating to the foregoing subject matter. No modification of any License Agreement, Maintenance Agreement and/or these Software License Terms is binding unless it is in Written Form and signed by both parties. This also applies to any amendment or waiver of this clause. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically and may be signed in counterparts (which may be scanned or faxed copies), which together will constitute one agreement. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THESE SOFTWARE LICENSE TERMS (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

18.7 Except as otherwise expressly set forth in these Software License Terms, the failure of either party to enforce any provision of this Software License Terms will not constitute a waiver of the party's rights to subsequently enforce the provision. The remedies specified in these Software License Terms are in addition to any other remedies that may be available at law or in equity.

## PART B – SPECIAL PROVISIONS FOR ON-PREMISE PRODUCTS

### 19. SUPPLYING OR PROVIDING ACCESS TO ON-PREMISE PRODUCTS

19.1 The Licensor shall, at its discretion, either (i) make the Licensed Software available for downloading from a server, (ii) supply a copy of the Licensed Software in machine-executable object code on a physical data carrier (e.g., CD-ROM or flash drive) to the agreed delivery address or (iii) activate functions of the Licensed Software via a licensing mechanism. If the Licensed Software is made available on a data carrier, the Licensed Software is supplied FCA Licensor's principal place of business in accordance with INCOTERMS 2010.

19.2 The Licensor is not obliged to install and/or configure the Licensed Software and/or instruct the Users unless the Licensor and Licensee agree separately on the provision of such services by the Licensor.

19.3 If the time of provision of the Licensed Software is of relevance as between the Parties, the Licensed Software shall be deemed provided at the time the Licensor

- a) in the case of clause 19.1 (i), provides the Licensed Software for downloading on the corresponding server and informs the Licensee thereof;
- b) in the case of clause 19.1 (ii), hands over the Licensed Software to the carrier, freight forwarder etc.
- c) in the case of clause 19.1 (iii), gives the Licensee the necessary information for activation.

19.4 Unless explicitly specified otherwise in the License Agreement or third-party terms (e.g., OSS terms of use), the Licensee receives the Licensed Software solely in the machine-executable object code and receives no access to the Source Code.

19.5 If the Licensor provides the Licensee with Client Software to use the Licensed Software, clause 32 applies mutatis mutandis.

## 20. LICENSE TYPES FOR ON-PREMISE PRODUCTS

20.1 There are different types of licenses for On-Premise Products. The relevant license type is specified in the License Agreement. Unless otherwise agreed in the License Agreement, the Licensor grants the Licensee a non-exclusive, limited, non-transferable (except as provided otherwise in clause 6.6), non-sublicensable right to use the Licensed Software according to this clause 20 and clause 5 in accordance with the relevant Product Description.

20.2 With the exception of the time-limited demo license (clause 20.4.2 b), rights to the Licensed Software in On-Premise Products are generally granted perpetually. However, the Licensor can state in the License Agreement that the Licensed

Software is provided to the Licensee not on a perpetual basis but for a limited period. In this case the rights are granted on a time-limited basis for the duration of the relevant License Agreement.

20.3 In the case of perpetually provided Licensed Software, the Licensee is granted the aforementioned rights of use on the condition precedent of full payment of the licenses in question. To ensure that the Licensee may lawfully use the Licensed Software in the time between receipt of the Licensed Software and payment of the remuneration in compliance with the contract (i.e., especially on time), the Licensor further grants the Licensee for such On-Premise Products the right to use the relevant Licensed Software according to these Software License Terms for a limited period until (i) the time of full payment of the relevant licenses or (ii) expiration of the payment term in accordance with clause 10.6, depending which of these two events occurs earlier.

20.4 The individual types of license are:

### 20.4.1 Workplace License

If the Licensee purchases a Workplace License, the Licensee is permitted to install, run and use the Licensed Software for the intended purposes on one (1) Workplace in accordance with the Product Description. If the Licensee purchases several Workplace Licenses, the number of installations must not exceed the number of Workplace Licenses purchased. Installation of the Licensed Software on a central Server for use in a network is not permitted in the case of the Workplace License.

With the free Workplace License, the Licensee receives the Licensed Software without a license key and without a dongle. The Licensed Software is then not tied to any particular hardware.

For the paid-for Workplace License (Single User License), the Licensed Software comes with a license key, may be protected with a dongle and may be dependent on certain hardware.

### 20.4.2 Demo License

Clause 20.4.1 applies correspondingly to a Demo License (free of charge), provided that:

- a) the scope of functions of the Licensed Software is limited compared with the Workplace License in accordance with the provisions of the License Agreement and/or the Product Description, or
- b) if the Licensed Software is provided to the Licensee for a fixed time period with the same scope of functions as the Workplace License; the Licensor grants the Licensee a correspondingly time-limited right to use the Licensed Software in accordance with the provisions of the License Agreement and/or the Product Description.

#### 20.4.3 Network License

If the Licensee purchases a Network License, it is permitted to install the Licensed Software in the Network and to grant a certain number of Users access to the

Licensed Software ("Floating License"). In this case the Licensee is entitled to have the Licensed Software used simultaneously by a maximum number of Users equivalent to the number of licenses purchased ("Concurrent Users").

#### 20.4.4 Server Parameter License

If the Licensee purchases a Server Parameter License, it is permitted to install the Licensed Software on one (1) central Server and to grant an unlimited number of Users access to the Licensed Software provided the Server does not exceed certain thresholds for technical parameters in accordance with the provisions of the License Agreement and/or the Product Description (e.g., number of processor cores, number of clients, etc.)

20.5 The number of licenses purchased is specified in the License Agreement. The Licensee may purchase more licenses in addition to the licenses originally purchased in the License Agreement. The Purchase of more licenses is done either by a corresponding order by the Licensee in text form or by use of the Licensed Software by additional Users according to the following provisions:

20.5.1 In the case of Workplace Licenses, each additional installation on a Workplace shall be deemed a Purchase of an additional Workplace License.

20.5.2 In the case of Network Licenses, use within the meaning of clause 20.4.3 beyond the number of permitted Concurrent Users shall be deemed a Purchase of an additional Network License.

20.5.3 In the case of Server Parameter Licenses, the following applies: If one or more parameters of the Server used exceed(s) the threshold given in the License Agreement and/or the Product Description, this shall be deemed an order of one or more new additional Server Parameter Licenses depending on the factor by which the Server exceeds the thresholds in question. If the Licensed Software is used on more than one Server, this shall be deemed an order of one or more new additional Server Parameter Licenses, depending what number of Servers the Licensed Software is used on.

20.5.4 In the case of On-Premise Products provided for a limited time, each additional license or license upgrade runs until expiration of the agreed term of the original license for the Product in question.

## 21. HARDWARE ENVIRONMENT

Unless otherwise specified in the relevant Product Description, the Licensee is entitled subject to clause 8 to use On-Premise Products in conformity with the license while observing the agreed license volume on any available hardware and in any system

environment, provided that this system environment corresponds to the specified machine type, if any. However, if the Licensee changes hardware, it is required to delete the previously installed On-Premise Product and the related license key from the previously used hardware.

## PART C – SPECIAL PROVISIONS FOR MOBILE APPS

### 22. DOWNLOADING MOBILE APPS

22.1 The Licensor makes the Licensed Software available for download from a Server via a designated website or a dedicated online marketplace (app store) of a third party.

22.2 Clauses 19.2 and 19.4 apply mutatis mutandis.

### 23. GRANT OF RIGHTS TO MOBILE APPS

23.1 Unless otherwise agreed in the License Agreement, the Licensor grants the Licensee a limited, non-exclusive, non-transferable (except as provided otherwise in clause 6.6), non-sublicensable right to use the Licensed Software according to this clause 23 and clause 5 in accordance with the relevant Product Description.

23.2 The Licensee is permitted to install, run and use the Licensed Software for the intended purposes on a mobile device (smartphone, tablet) in accordance with the Product Description.

23.3 Rights to the Licensed Software in Mobile Apps are generally granted perpetually. However, the Licensor may specify in the License Agreement that the Licensed Software is provided to the Licensee not on a perpetual basis but for a limited period. In this case the rights are granted on a time-limited basis in accordance with the provisions of the relevant License Agreement and/or the Product Description.

### 24. DEVICES

Clause 21 applies accordingly to Mobile Apps with the proviso that for Mobile Apps, the term “hardware” refers to the mobile device of the User.

## PART D – SPECIAL PROVISIONS FOR EMBEDDED SOFTWARE

### 25. GRANT OF RIGHTS FOR EMBEDDED SOFTWARE

25.1 If the Licensee purchases Embedded Software, the Licensor grants the Licensee a limited, non-exclusive, non-sublicensable right to use the Licensed Software as software integrated into the device in machine-executable object code according to this clause 25 and clause 5 for proper use of the respective device in accordance with the relevant Product Description (“Runtime License”). The use of the Licensed Software is limited to the respective device. The Licensee is therefore in particular not authorized to use the Licensed Software separately from this device (standalone) on other hardware.

25.2 In deviation from clause 6.6, for Embedded Software the Licensee is entitled to resell the Licensed Software as part of the respective device but solely in compliance with clause 25.1.

## PART E – SPECIAL PROVISIONS FOR SDKS AND SOURCE CODE

### 26. PROVISION AND GRANT OF RIGHTS FOR SDKS AND SOURCE CODE

26.1 Regarding the delivery and provision of access to SDKs and Source Code, clauses 19.1 - 19.3 apply mutatis mutandis.

26.2 If the subject matter of a License Agreement is a SDK, the Licensor grants the Licensee a perpetual, non-exclusive license to the object code of the Licensed

Software solely for the purposes of developing its own products for the named system of Phoenix Contact or of the End Customer. The specific scope of the permitted use of the relevant SDK and applicable restrictions, e.g., development environment and target systems, are set forth in a separate agreement between Licensor and Licensee (e.g., the License Agreement). If the SDK also contains Source Code, the Licensor grant the Licensee a perpetual, non-exclusive license for this Source Code solely for the purposes of internal debugging of the Licensed Software. The Licensee may compile the so-modified Licensed Software and integrate it into the respective devices of the Licensor. Any other use of the Source Code of the Licensed Software is strictly prohibited. In particular, the Licensee is not entitled to make functional modifications to the Licensed Software.

26.3 If the subject matter of a License Agreement is a Source Code, the Licensor grants the Licensee a perpetual, non-exclusive license to one (1) copy of the Source Code of the Licensed Software solely for the purposes of developing its own products for the named system of Phoenix Contact or of the End Customer. The specific scope of the permitted use of the relevant Source Code and applicable restrictions, e.g., development environment and target systems, are set forth in a separate agreement between Licensor and Licensee (e.g., the License Agreement).

26.4 Unless otherwise agreed, SDKs and/or Source Code are licensed as a Facility License.

26.5 If the Licensee wishes to resell a perpetually provided SDK or perpetually provided Source Code to a third party, clause 6.6 applies provided that the Licensee, in addition to the requirements stated therein, informs the Licensor in writing about the resale and the identity and address of the third party.

## PART F – SPECIAL PROVISIONS FOR CLOUD PRODUCTS

### 27. SPECIFICATION

27.1 Cloud Products within the meaning of these Software License Terms are web- based, multi-client-capable systems offered individually or in combination with other components and services.

27.2 It is specified in the License Agreement which Cloud Products the Licensee purchases. The quality of the Cloud Products is conclusively specified in the individual Product Descriptions available at <http://www.phoenixcontact.com> for each Cloud Product and in these Software License Terms.

27.3 The Licensor grants the Licensee access to the Cloud Products according to these Software License Terms in the version generally kept available by the Licensor.

27.4 The Licensor is obliged to maintain the Cloud Products available for the Licensee for use via the internet and to make them accessible. The Cloud Products are available to the Licensee via the internet according to these Software License Terms. The Cloud Products are 98% available on a monthly average (30 days) unless another availability rate is agreed in the License Agreement. Availability of Cloud Products exceeding the period stated above is not part of the Cloud Products and the Licensor is not required to provide the relevant Cloud Product for any such additional period. The point at which the availability of the Cloud



Products is measured is the WAN-side router output of the data center in which the relevant Cloud Product is hosted. Maintenance times in accordance with clause 30 are to be deducted from the “target availability” when calculating availability.

27.5 If the Licensor’s offer specifies that certain devices (“Devices”) may be connected to the Cloud via the internet, such Devices can only be connected with the relevant Cloud Product. In this respect the option of connecting Devices with each other is not a feature of the Cloud Products.

27.6 Cross-customer visibility or accessibility of the Licensee’s Devices by other Users on Devices of another customer is not a feature of the Cloud Products either.

27.7 The Licensee acknowledges that the Cloud Products are a multi-client system and the Licensee has no right to the benefit from a dedicated physical system for its own exclusive use.

27.8 The License Agreement for Cloud Products and these Software License Terms do not include any internet access for the Licensee, but solely the internet connection of the Cloud Products.

## 28. USE OF CLOUD PRODUCTS

28.1 The Licensor provides the Licensee after its registration with the necessary data for access (User name, password). The Licensee undertakes to keep its access data and passwords confidential and to inform the Licensor without delay in writing or by email if third parties obtain knowledge of the usage data and/or passwords of the Licensee. Clause 4.5 remains unaffected.

28.2 To use the Cloud Products for a certain Device, it is necessary for the Licensee to register the Device in question in the relevant Cloud Product. The device is enabled for using this Cloud Product by such a registration. All enabled devices of the Licensee are described as “Active Devices” below.

28.3 The Licensee is entitled at any time to deregister an Active Device again and thus to disable it. All disabled devices of the Licensee are described as “Inactive Devices” below. In the case of Cloud Products that require a User account with a certain usage allocation, all Active Devices are automatically disabled and become Inactive Devices when the Licensee’s account contains no more usage allocation.

28.4 To use the Cloud Products in a manner corresponding to the Product Description, certain technical system requirements must be met by the Licensee. The necessary browsers for using the Cloud Products are described in the latest Release Notes for each Cloud Product. Licensor is not responsible for any consequences of Licensee’s failure to meet such technical system requirements.

28.5 The Licensor is entitled to amend the Release Notes at its discretion while ensuring that at least two (2) browsers available free on the market are always supported.

28.6 The Licensee is required to use the Cloud Products (i) only in the context of applicable law and any restrictions in the User manual and (ii) not in a manner that jeopardizes the safety or performance of the Cloud Products.

## 29. RIGHTS OF USE FOR CLOUD PRODUCTS

29.1 If the Licensee orders Cloud Products, the Licensor grants the Licensee a non-

transferable, non-exclusive, global right, limited to the term of the relevant License Agreement, to use the relevant Cloud Products online in accordance with this clause 29 and clause 5. This includes the right to access the web-based portal application and enable copies arising during such access of the program code in the unaided memory of the Licensee.

29.2 The Licensor maintains at any time a current version of the Product Description for the Cloud Products at <http://www.phoenixcontact.com> for electronic retrieval by the Licensee. The Licensor hereby grants the Licensee a non-exclusive right, limited to the term of the relevant License Agreement, to electronically retrieve and print out the Product Description once and to produce a backup copy.

## 30. MAINTENANCE TIMES

The Licensor may carry out scheduled maintenance during scheduled maintenance times. These scheduled maintenance times are usually carried out between 6pm (CET) and 8pm (CET) and take a maximum of 2 hours per calendar month. The Licensor shall notify the Licensee of planned maintenance times with appropriate advance notice as far as possible and reasonable. In addition, the Licensor is entitled to carry out unplanned maintenance work of up to two (2) hours a month. During these times, the relevant Cloud Product will not be available.

## 31. CUSTOMER DATA

31.1 As between the Licensor and Licensee, the Licensee is the sole owner of all property rights, ownership rights and claims to the Customer Data. The Licensee grants the Licensor and its vicarious agents a non-exclusive right to use the Customer Data for providing the Cloud Products. Additionally, the Licensor is entitled to make copies of Customer Data in anonymized form (i.e., without information identifying the customer) and to analyze the anonymized data on an aggregate basis with anonymized data of other customers, e.g., for statistical purposes and to improve and develop the Cloud Products. With reference to personal data, the prevailing provisions of clause 14 and the agreement on contract data processing remain unaffected.

31.2 The Licensee is prohibited from uploading Customer Data to the Cloud Products which:

- a) infringe third parties' rights
- b) violate applicable law;
- c) may lead to an infringement of applicable law by the Licensor;
- d) impair the security of the Cloud Products or
- e) substantially impair the performance of the Cloud Products.

31.3 Upon request by the Licensor the Licensee shall delete from the Cloud Products any Customer Data that breaches clause 31.2 by a reasonable period of time set by the Licensor. Depending on the risk arising from the Customer Data breaching clause 31.2 for the Cloud Products or the Licensor, in individual cases a request for direct

deletion may also constitute a reasonable period of time. The Licensor is entitled to delete or block from the Cloud Products any Customer Data that the Licensee does not delete from the Cloud Products by the aforementioned period of time. No period needs to be set where the Licensor would face more than merely immaterial disadvantages if the respective

Customer Data is not immediately deleted or blocked. In this case the Licensor is entitled to delete or block the Customer Data in question immediately.

31.4 If the Licensee stores Customer Data in Cloud Products that infringe clause 31.2, the Licensee shall indemnify the Licensor against all resulting claims asserted against the Licensor and the Licensee shall bear the resulting costs unless it is not at fault. This also covers appropriate legal costs for the defense of such claims. The Licensor shall inform the Licensee of such third-party claims.

31.5 The Licensee (i) is solely responsible for the accuracy, quality, integrity and legality of the Customer Data and of the methods by which it procures the Customer Data, (ii) shall make commercially reasonable efforts to avoid unauthorized access to or unauthorized use of Cloud Products, and shall inform the Licensor without delay about every such unauthorized access or unauthorized use and (iii) shall use the services solely in accordance with the Product Description. The Licensor is under no obligation to check the legality of Customer Data.

31.6 The Licensee explicitly acknowledges that the Licensor does not monitor or control the content of communication or data of the Licensee or its Users that is uploaded to the Cloud Products or transferred via the Cloud Products, and that the Licensor is not liable for the content of the communication or transmissions.

## 32. CLIENT SOFTWARE FOR CLOUD PRODUCTS

32.1 If Client Software is needed for access to a certain Cloud Product, (i) the Licensor will provide the Licensee with the Client Software for the Cloud Product in question according to clause 19 and grant the Licensee during the term of the relevant License Agreement a non-exclusive, non-transferrable right to use the Client Software solely for accessing the related Cloud Product and for its use according to the terms and provisions of these Software License Terms.

32.2 If Client Software is needed according to the Licensor, the Licensee may only access the Cloud Product in question via the Client Software. Any other type of access is prohibited. The Licensor assumes no warranty and is not liable for access or attempts to access the Cloud Product in question by the Licensee in any way other than via the Client Software and is not responsible for defects or damage resulting from a breach of the aforementioned obligation by the Licensee.

32.3 The Licensee shall return all copies of the Client Software as soon as one of the following events occurs: (a) the termination of the License Agreement for the relevant Cloud Product or (b) communication by the Licensor that the Client Software is no longer necessary for accessing the relevant Cloud Product (e.g., in the case of updates or upgrades), together with a request by the Licensor to return the Client Software. Upon corresponding written request by the Licensor, the Licensee shall definitively destroy all copies of the Client Software instead of returning them according to the appropriate instructions of the Licensor such that they cannot be restored. The Licensee shall confirm to the Licensor within thirty (30) days of receipt of the request that the Licensee has met the above obligations.

## PART G – SPECIAL PROVISIONS FOR MAINTENANCE AND SUPPORT

### 33. MAINTENANCE AND SUPPORT SERVICES

33.1 If the Licensor and Licensee agree on maintenance and support services for perpetually provided Licensed Software by entering into a corresponding Maintenance Agreement, the Licensor shall provide these maintenance and support services in accordance with these Software License Terms and the Maintenance Agreement. In case of

contradictions between the provisions of these Software License Terms and the provisions of the Maintenance Agreement, the provisions of the Maintenance Agreement shall prevail. This clause 33 shall apply accordingly to SW Updates and SW Upgrades that the Licensor provides to the Licensee in accordance with clause 11.1 in a warranty case in the context of remedying defects.

33.2 The maintenance and support services comprise correcting defects, telephone and/or electronic User support as well as the provision of updates of the Licensed Software. In particular, Licensor shall provide, if available, SW Updates and SW Upgrades of the Licensed Software (and the updated documentation in each case) in accordance with the Maintenance Agreement. The Licensee is not entitled to modules, components or other products for which the Licensor issues separate licenses or charges additional fees. Unless otherwise agreed, the provision of Major Releases is not part of the maintenance and support services and requires a separate agreement between Licensor and Licensee.

33.3 The Licensee shall install all SW Updates and SW Upgrades without delay after receiving them or as soon as they become available and the Licensee is notified by the Licensor of the availability of SW Updates and SW Upgrades, in order to cease an infringement of a third-party intellectual property right or to remove a defect in the Licensed Software.

33.4 The maintenance and support services are provided for the current version of the Licensed Software and for a period of twelve (12) months maximum from when the current version is made for the previous version (n-1) unless the use of the latest version is unreasonable for the Licensee, e.g., if the current version contains defects or security risks; other version qualify for maintenance and support only if separately agreed between the Licensor and Licensee.

33.5 Further details on the scope of the maintenance and support services are set forth in the Maintenance Agreement. The Licensor may adapt, modify, reduce and/or amend the scope therein of maintenance and support services in accordance with clause 4.4.

33.6 Clause 11 of these Software License Terms applies only to maintenance and support services, insofar as the services in question are subject to mandatory statutory provisions related to contracts for work, leases or purchase contracts.

#### Local Terms

(A) The following local terms (“Local Terms”) set forth in the Annexes below apply only if the Licensee has its principal place of business in the country stated in the particular Local Terms Annex.

(B) Where the applicable Local Terms refer to a certain clause of the Software License Terms, the wording of that particular clause in the Software License Terms is replaced by the corresponding wording set forth in the applicable Local Terms.

(C) Unless otherwise provided for in the applicable Local Terms, all terms and conditions of the Software License Terms remain unaffected. This applies also for clauses that are represented in the applicable Local Terms by a “[...]” placeholder.

#### Annex to Software License Terms – Local Terms AUSTRIA

The following Local Terms apply only if the Licensee has its principal place of business in Austria.

#### CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.8 If the Licensee defaults on payment, the Licensor is entitled to charge default interest at the statutory rate pursuant to Section 456 Austrian Commercial Code. Other rights of the Licensor, especially compensation claims, remain unaffected.

[...]

## CLAUSE 11 “PERFORMANCE STANDARDS, WARRENTY (GEWÄHRLEISTUNG) AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

11.1 The Licensor warrants (gewährleistet) for Licensed Software provided for a fee, but in relation to the Cloud Products only within the period of the agreed availability (clause 27.4), that the Licensed Software performs as described in the Product Description. If this requirement is not met, the Licensor is entitled at its discretion to remedy this defect by repairing it or by supplying defect-free Licensed Software. In particular, the Licensor may remedy the defect by providing an SW Update or SW Upgrade. The Licensor bears no responsibility for the Licensed Software that meets the expectations of the Licensee.

[...]

11.4 If third parties assert claims before expiration of the warranty period (clause 11.8) against the Licensee for infringement of intellectual property rights within one of the territories listed in clause 11.3, the Licensor may remedy this defect at its choice by

(i) acquiring the necessary rights for the Licensee so that the Licensed Software no longer infringes any third-party intellectual property rights, (ii) replacing the Licensed Software wholly or partly with another product with similar functionality that causes no infringement, or (iii) modifying the Licensed Software in such a way that no third-party intellectual property rights are infringed while maintaining similar functionality; this can be done by providing an SW Update or SW Upgrade.

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), and except in cases under clause 12.2, Licensee's claims due to a defect in the Licensed Software in accordance with this clause 11 for which the Licensee has been granted a perpetual right of use for a fee become time-barred within twelve (12) months of provision of the Licensed Software.

[...]

## CLAUSE 12 “LIABILITY”

12.1 If the Licensed Software is provided to the Licensee for a fee, the Licensor's liability for any compensation or reimbursement of expenses of the Licensee is governed by this clause 12. If the Licensed Software is provided to the Licensee free of charge, only clauses 12.6 – 12.9 apply; apart from that the statutory provisions apply.

12.2 The Licensor is liable without limitation only in the cases listed below (a-e):

- a) for a wilful or grossly negligent breach;
- b) in the event of injury to body, life and health;
- c) in the event of default, to the extent a fixed delivery and/or fixed performance date



was agreed;

d) in the event of the assumption of a guarantee for the quality of the goods or the existence of successful performance;

e) in case of liability under the Austrian Product Liability Act or other mandatory statutory liability provisions.

12.3 The Parties agree that the typically foreseeable damage or typically foreseeable expenses and the related liability under the relevant License Agreement or Maintenance Agreement do not exceed the remuneration that (i) for software sales contracts, equals the purchase price for the Licensed Software, and/or (ii) for software leasing contracts and/or maintenance and support services, the Licensee has paid the Licensor in accordance with the relevant License Agreement or Maintenance Agreement for the Contractual Year preceding the Contractual Year in which the damaging event occurs. If the damaging event occurs within the first Contractual Year, for the purposes of this clause 12.4, the remuneration paid until then by the Licensee to the Licensor is extrapolated to twelve (12) months in accordance with the relevant License Agreement and/or Maintenance Agreement.

12.4 Any further liability of the Licensor, in particular in cases of slight negligence, shall be excluded.

12.5 Liability for indirect damage, consequential damage, lost profit, business failure damage, business interruption damage, claims of third parties or damage to reputation is excluded unless clause 12.2 applies.

12.6 The Licensee is required to adequately back up data and for this purpose to make backup copies of all data and programs in machine-readable form at least once a day. If there is a data loss that is the fault of the Licensor, the Licensor's liability is limited to the costs of restoring data that the Licensee could not have prevented the loss of by meeting the aforementioned obligation or other reasonable measures.

12.7 Notwithstanding clause 11.8, claims by the Licensee become time-barred, except in cases of clause 12.2, within one year of the claim arising and knowledge or negligent ignorance by the Licensee of the circumstances giving rise to the claim.

12.8 The above limitation of liability also apply to personal liability of employees, representatives and agents of the Licensor.

## CLAUSE 18 "MISCELLANEOUS"

[...]

18.3 All notices under these Software License Terms to Licensor shall be given in Written Form and shall refer to the relevant License Agreement and/or Maintenance Agreement and to these Software License Terms.

[...]

18.5 If any provision of these Software License Terms is or becomes invalid/null and void or unenforceable in whole or in part, the validity of the other provisions of these Software License Terms shall remain unaffected thereby. The parties shall replace the invalid, legally ineffective or void provision with a new and valid provision that approximates as nearly as possible the overall purpose of these Software License Terms.

18.6 These Software License Terms, together with all its associated exhibits and

schedules, as well as the License Agreements and Maintenance Agreements, all of which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Licensed Software and related services and supersede the parties' prior agreements, understandings and discussions relating to the foregoing subject matter. No modification of any License Agreement, Maintenance Agreement and/or these Software License Terms is binding unless it is in Written Form and signed by both parties. This also applies to any amendment or waiver of this clause. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically and may be signed in counterparts (which may be scanned or faxed copies), which together will constitute one agreement. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms.

[...]

#### Annex to Software License Terms – Local Terms BELGIUM

The following Local Terms apply only if the Licensee has its principal place of business in Belgium.

#### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.1 (i.e., wilful misconduct or personal injury), the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twelve (12) months the original purchase of the Licensed Software. THEREFORE, UPON THE END OF THE FOREGOING TWELVE (12) MONTH PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE “AS IS” AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE. This clause 11.8 applies to the extent allowed by applicable laws or statutes.

[...]

#### CLAUSE 12 “LIABILITY”

12.1 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct or (b) Licensor's personal injury, Licensor will not be liable (whether in contract or tort) to Licensee for any consequential, incidental, indirect, or exemplary damages arising out of or relating to these Software License Terms.

12.2 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct or (b) personal injury caused by Licensor, Licensor's aggregate liability arising out of these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor's liability (if Licensee received the Licensed Software free of charge, Licensor's aggregate liability will not exceed EUR 5).

[...]

## Annex to Software License Terms – Local Terms BULGARIA

The following Local Terms apply only if the Licensee has its principal place of business in Bulgaria.

### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. Whenever the Software License Terms and/or a License Agreement refer to a “perpetual” license, such license is granted for a period of 10 years and will automatically renew at the end of each term for a further term of 10 years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

[...]

## Annex to Software License Terms – Local Terms CROATIA

The following Local Terms apply only if the Licensee has its principal place of business in Croatia.

### CLAUSE 2 “DEFINITIONS”

[...]

2.11 "License Agreement" means any contractual agreement between Licensor and Licensee about the paid-for or free-of-charge provision of software by which the Licensor establishes the right of use of the Licensed Software for the Licensee. Depending on the product, such an Agreement can arise in different ways, especially by conclusion of a License Sheet between Licensor and Licensee, downloading of the software by the Licensee from a location specified by the Licensor for that purpose (e.g., website of the Licensor, its Affiliate or authorized partner or a cloud marketplace used for distribution by the Licensor, such as an app store) and/or purchase of a device with integrated Embedded Software by the Licensee.

[...]

### CLAUSE 5 “GRANT OF RIGHTS”

5.1 If the Licensee is an Authorized Distributor, Phoenix Contact grants the Authorized Distributor the right to distribute the Licensed Software to End Customers in accordance with the agreements between Phoenix Contact and the Authorized Distributor (e.g., in a distribution agreement), provided the Authorized Distributor shall not and cannot in any case grant an End Customer any other or further rights to the Licensed Software other than the rights granted to the Licensee under these Software License Terms. The right of the Authorized Distributor to use the Licensed Software is limited to the right of distribution described above. The Authorized Distributor is not permitted to use the Licensed Software in any other manner and the following provisions of clause 5 do not apply unless otherwise agreed between Phoenix Contact and the Authorized Distributor (e.g., demo version for presentations at the End Customer). The right of distribution granted under this clause 5 shall not be exclusive, unless otherwise specified in the License Agreement.

If the End Customer as Licensee has the right of use of the Licensed Software, the grant of rights to the End Customer as Licensee is set forth in the provisions of this clause 5 and the relevant provisions in Parts B to F, depending on the type of Licensed Software.

5.2 The Licensor establishes for the Licensee a right to use the Licensed Software according to these Software License Terms and the License Agreement. This right to use applies solely to the Licensed Software named in the License Agreement even if it is technically possible for the Licensee to access and/or use other software too. The Licensor establishes for the Licensee only the rights of use explicitly named in these Software License Terms and the License Agreement. The Licensee is not entitled to use the Licensed Software in any additional way.

5.3. The Licensor offers Licensed Software under various types depending on the product. The individual types of rights are described in Parts B to F of these Software License Terms and apply to the products named there. The relevant right of use for a particular product is specified in the License Agreement and/or these Software License Terms. The authorization for usage constitutes specifications and restrictions of the grant of rights of use for the Licensed Software, which the Licensee must strictly adhere to.

5.4 The Licensee may only use the Licensed Software for its internal business purposes, or for commercial use according to this clause 5.4. For the purpose of this clause 5.4. "Commercial use" means usage of the Licensed Software for the purposes of producing, developing or refining, marketing and/or offering goods, services or data or other services to third parties with or without the intention to make a profit. However, even if commercial use is permitted, the Licensee shall not distribute market, sell, lease, rent, make publicly available or otherwise publicly display the Licensed Software to third parties in whole or in part, nor the Licensee shall not distribute, make publicly available or otherwise publicly display the Product Description. Any other provisions of these Software License Terms, including without limitation clauses 5 to 6, remain unaffected.

[...]

5.8.3 The software pre-release versions may only be deployed by Licensee in accordance with the approved purpose and at the approved location. Even upon approval as a pre-release version, the software has not been sufficiently tested to be used in a company under all conditions. The software pre-release versions must therefore be used in protected conditions in a secure test environment to avoid damage to other objects or people and must not be used in real operations (production facilities). Additionally, the software pre-release versions must only be used so that uninvolved third parties and their employees cannot be harmed even if the prototypes fail. The software pre-release versions are only to be used by persons with the necessary expertise in a physically separate area and using protective devices. The personnel used must be instructed accordingly by the Licensee and informed of the dangers due to lack of series maturity and functional restrictions. The Licensor shall not be held liable for any damages which occur if Licensee does not use Software pre-release versions in accordance with the instruction stated in clause 5.8 of this Software License Terms.

[...]

## CLAUSE 6 "RESTRICTIONS"

[...]

6.2 Unless specified otherwise in these Software License Terms, the Licensee is not permitted to provide the Licensed Software or Product Description and other accompanying documentation to third parties, display it publicly or make it publicly available, whether for a fee or free of charge and whether temporarily or permanently.

[...]

6.4 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from accessing or trying to access the Source Code of the Licensed Software by its own means or via third parties by reverse engineering, decompiling, disassembly or other measures. The Licensee may take such measures to achieve interoperability of the Licensed Software with other, independently created computer programs solely insofar as the information in question is essential for achieving interoperability and provided the Licensee informs the Licensor accordingly in writing beforehand giving the Licensor the opportunity to provide the Licensee with the necessary information within a reasonable time period and the Licensor fails to do so. The Licensee may make one safety copy of the Licensed Software if that is necessary for usage of the Licensed Software.

[...]

6.7 The Licensee is not entitled to use the trademarks of the Phoenix Contact or any company which is part of the Phoenix Contact Group for commercial and other purposes without prior written consent.

#### CLAUSE 10 "PRICES AND PAYMENT TERMS"

[...]

10.8 If the Licensee is in delay with payment, the Licensor is entitled to charge default interest prescribed by applicable law. Other rights of the Licensor, especially compensation claims, remain unaffected.

[...]

#### CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

11.1 The Licensor warrants for the Licensed Software, yet for the Cloud Products only within the agreed availability period (Clause 27.4), that the Licensed Software has the characteristics described in the Product Description. If the performance standard in this clause 11.1 is not met, the Licensee's sole and exclusive remedy is to request a repair of the defect from Licensor pursuant to clause 11.2. Upon Licensor's receipt of the foregoing request, Licensor may at its solely discretion remedy this defect by repairing it or by supplying defect-free Licensed Software. The Licensor also may remedy the defect by providing an SW Update or SW Upgrade. The Licensor bears no responsibility for the Licensed Software that meets the expectations of the Licensee.

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), any claims related to any failure by the Licensed Software which has to meet performance standards or other performance expectations of the Licensee for which the Licensee has acquired a permanent right of use shall become statute-barred within twelve (12) months after the date of acquiring of the Licensed Software.

[...]

#### CLAUSE 12 "LIABILITY"

12.1 The Licensor's liability shall be determined in accordance with the provisions on liability for product defect prescribed by applicable law.



12.2 In case of an unintentional or grossly negligent breach of an obligation which is essential for the achievement of the purpose of the contract the liability of the Licensor shall be limited in the amount of foreseeable damage or reimbursement of expenses. Foreseeable loss or expense and associated liability under the applicable License Agreement or Maintenance Agreement will not exceed (i) the fee which the Licensee paid for Licensed Software for perpetually usage; or (ii) the fee which the Licensee paid to the Licensor for rental of the Licensed Software pursuant to the relevant Licensed Agreement for Contractual Year which is prior to the Contractual Year in which the harmful event occurs. If the harmful event occurs within the first year of the License Agreement, for the purposes of this clause the reimbursement will not exceed the fee which Licensee paid to the Licensor for usage of the Licensed Software in Contractual Year, increased with the number of months which are left.

12.3. To the extent allowed by applicable law, the Licensor will not be liable to Licensee for any incidental damages, indirect damages, loss of profit and damages for violations of image.

12.4. The Licensee is required to adequately back up data and for this purpose to make backup copies of all data and programs in machine-readable form at least once a day. If there is a data loss that is the fault of the Licensor, the Licensor's aggregate liability is limited to the reasonable and actual costs of restoring data that the Licensee could not have prevented the loss of by meeting the aforementioned obligation or by taking other reasonable measures.

12.5. The above limitation of liability also applies to the personal liability of the employees, representatives and bodies of the Licensor.

#### Annex to Software License Terms – Local Terms CZECH REPUBLIC

The following Local Terms apply only if the Licensee has its principal place of business in the Czech Republic.

#### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. For the purpose of this Annex a “perpetual license” shall mean “for the entire duration of the proprietary rights”.

#### CLAUSE 5 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the

Licensee violates this obligation, the Licensee hereby undertakes to assign in writing to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee undertakes to grant the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) in writing the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any

restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

[...]

#### CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.3 In the case of Licensed Software provided perpetually for a fee, the Licensor invoices the purchase price upon delivery of or granting of access to the Licensed Software, unless otherwise agreed. It is explicitly agreed by the Parties that the purchase price shall to be paid by the Licensee shall be considered one lump sum paid for the purchase of the Licensed Software the license regardless on the duration of the license.

[...]

#### Annex to Software License Terms – Local Terms FINLAND

The following Local Terms apply only if the Licensee has its principal place of business in Finland.

#### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.5 Subject to Licensee’s compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor’s expense. The Licensor will indemnify the Licensee in this respect against reasonable attorney’s fees for the Licensee’s lawyer necessary to defend against claims up to a value determined by Licensor in Written Form. Any lawyer’s fees exceeding that amount shall be assumed only with the prior written consent of the Licensor. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

[...]

#### Annex to Software License Terms – Local Terms FRANCE

The following Local Terms apply only if the Licensee has its principal place of business in France.

#### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. For the purpose of this Annex, “perpetual” means “for the duration of the copyright”.

[...]

#### CLAUSE 2 “DEFINITIONS”

[...]

2.1 “Affiliate” is any company controlled by the relevant party to the License Agreement or that controls the relevant party or that is under the joint control of a third party along with the relevant party. For the purpose of this provision, “control” means (i) holding over 50% of the voting shares in the relevant company or (ii) having the legal and/or actual option of determining the management and/or the major business actions of the relevant company pursuant to Article L233-3 of the French Commercial Code.

[...]

## CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms, including without limitation, all copyrights and other intellectual property rights contained therein. Licensee agrees to execute, at Licensor’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, the copyright assignment set forth as Schedule 1 to this Annex. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

6.4 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from accessing or trying to access the Source Code of the Licensed Software by its own means or via third parties by reverse engineering, decompiling, disassembly or other measures. The Licensee may take such measures to achieve interoperability of the Licensed Software with other, independently created computer programs solely insofar as the information in question is essential for achieving interoperability and provided the Licensee informs the Licensor accordingly in writing beforehand giving the Licensor the opportunity to provide the Licensee with the necessary information within a reasonable time period and the Licensor fails to do so.

[...]

## CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.1 Unless the Licensor provides the Licensee with the Licensed Software free of charge, the Licensee shall pay the respective price for the purchased Licensed Software and for maintenance and support services. The price is specified in the License Agreement and/or Maintenance Agreement. If the License Agreement does not include prices, the prices on the Licensor’s price list set forth in Schedule 2 to this Annex shall apply.

[...]

10.10 Overdue amounts will also be subject to the legally required fixed collection charge of 40 Euros per overdue invoice.

#### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.5 Subject to Licensee’s compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor’s expense. The Licensor will indemnify the Licensee in this respect against any court fees and a reasonable amount of fees for the Licensee’s lawyer necessary to defend against claims. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

[...]

#### CLAUSE 12 “LIABILITY”

12.1 Neither Party will be liable to the other Party for loss of profits, business or data arising out of a breach of these Software License Terms or for any other damages

that are not the direct and foreseeable result of a breach of these Software License Terms.

12.2 Except for liabilities resulting from (a) Licensor’s wilful misconduct or gross negligence or (b) personal injury caused by Licensor, Licensor’s aggregate liability arising out of these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor’s liability (if Licensee received the Licensed Software free of charge, Licensor’s aggregate liability will not exceed EUR 5).

[...]

12.4 not applicable

#### CLAUSE 17 “TERM AND TERMINATION”

[...]

17.5 In the event of a breach of a provision of a License Agreement and/or a Maintenance Agreement by a Party, which is not cured within fourteen (14) days of receipt of written notice describing the breach, the other Party may terminate such License Agreement and/or Maintenance Agreement for cause upon written notice to the breaching Party.

[...]

#### CLAUSE 18 “MISCELLANEOUS”

[...]

18.6 These Software License Terms, together with all its associated exhibits and schedules, as well as the License Agreements and Maintenance Agreements, all of which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Licensed Software and related services and supersede the parties' prior agreements, understandings and discussions relating to the foregoing subject matter. No modification of any License Agreement, Maintenance Agreement and/or these Software License Terms is binding unless it is in Written Form and signed by both parties. This also applies to any amendment or waiver of this clause. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically and shall be signed in two originals. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THESE SOFTWARE LICENSE TERMS (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

[...]

18.8 The Licensor will comply with applicable law on concealed work (including, if applicable, articles L.8221-3 and L.8221-5 of the French Labour Code) and foreign workers (including, if applicable, articles L.5221-8, L.5221-11 and L.8251-1 of the French Labour Code) regarding its personnel, and warrants that its subcontractors will comply with such applicable Laws. The Licensor will also provide Licensee with all documents required by applicable labour regulations, including, if applicable, documents listed under articles D.8222-5, D.8254-2, D.8254-4 and D.8254-5 of the French Labour Code.

18.9 The personnel of each Party shall in all circumstances remain under the sole managerial and disciplinary authority of that Party, which shall be solely responsible for the administrative, social and tax management of its personnel, and costs, payments, charges and other disbursements incurred or owing to its personnel as a result of the performance of these Software License Terms. In no case shall one Party give instructions to the personnel of another Party.

18.10 If the Licensor intends to utilize a subcontractor to perform any of its obligations under these Software License Terms, the Licensor will inform the Licensee of such intention and the identity and qualifications of the proposed subcontractor. The Licensee may hire subcontractors only with the Licensee's prior written consent which shall not be unjustifiably withheld. Nothing in this section shall relieve the Licensor of its responsibility for the performance of any of its obligations under these Software License Terms.

#### SCHEDULE 1 to Local Terms France – ASSIGNMENT OF COPYRIGHT

For good and valuable consideration which has been received, the undersigned sells, assigns and transfers to Licensor and its successors and assigns, the copyright in and to the following work, which was created by the following indicated author(s):

Title:

Author(s):

Copyright Office Identification No. (if any):



and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto.

The assigned copyright notably includes:

- (i). the right of use, which is the right to use all or parts of the work described above, to whatever purpose (commercial, free of charge, advertising, promotional, etc.);
- (ii). the right of reproduction, which is the right to copy or obtain a copy of all or parts of the work described above, including the right to download, display, operate, transmit or store software that constitute the work described above where it requires a reproduction of such software, to whatever purpose (commercial, free of charge, advertising, promotional, etc.);
- (iii). the performance right, which is the right to display or have displayed, publicly or not, all or parts of the work described above, to whatever purpose (commercial, free of charge, advertising, promotional, etc.);
- (iv). the right of modification, which is the right to modify or have modified all or parts of the work described above, including the right to adapt, adjust, correct, improve, digitize, decompile, integrate all or parts in existing or future works, to translate all or parts of the work described above in any language (including computer language) and the right to proceed to any other modifications of the work described above, as well as the right to reproduce any software resulting from such modifications, to whatever purpose (commercial, free of charge, advertising, promotional, etc.);
- (v). the right to launch the work described above on the market, which is the right to make it available to third parties, notably through an assignment, a license or any kind of agreement, under any format, temporarily or definitively, to whatever purpose (commercial, free of charge, advertising, promotional, etc.);
- (vi). The abovementioned rights are assigned for all media, technologies, formats, whether known or unknown, present or future, public or not, in particular but not limited to:
  - (vii). any written medium (notably but not limited to, newspapers, periodicals, magazines, brochures, leaflets, postcards, posters, promotional and advertising materials, books and other media of presentation, information or image, an on any data format of any nature such as digital, electronic, magnetic, all kinds of videos such as video tapes including Digital Video Tape, MiniDV, HDV, DVD, HD-DVD and/or Blu-Ray, laser disks, video on demand, video CD, mini-CDs, USB device, hard disks, etc.);
  - (viii). any type of broadcasting (and notably terrestrial, by satellite, cable, optic fibre, pay-per-view or free television, by computer, Internet, DSL, cloud computing, by video-sharing platforms, by web TV and video signals, streaming, MMDS television, cellular phone television, catch-up television, etc.);
  - (ix). any kind of product (notably but not limited to publications, educational products, games and toys, videogames, etc.), including any kind of IT product (in particular CD-ROM, CD-I, DVD, pictures, icons, wallpapers, screensaver, Internet services and associated online services, interactive and digital formats, etc.);
  - (x). any distribution network (including but not limited to bookshops, supermarkets, specialized shops, direct sale, sale at a distance, Internet distribution, etc.);
- (xi). The assignment of rights defined above is effective worldwide and at any time for the period of legal protection of the copyright on the work described above according to the law governing the Software License Terms and foreign legislations or international conventions.

Executed as of .

Licensor: Licensee:

Representative: Representative:

## Annex to Software License Terms – Local Terms GERMANY

The following Local Terms apply only if the Licensee has its principal place of business in Germany and in case Clause 18.2.1 is applicable.

### CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.8 If the Licensee defaults on payment, the Licensor is entitled to charge default interest at the statutory rate pursuant to Section 288 German Civil Code. Other rights of the Licensor, especially compensation claims, remain unaffected.

[...]

### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

#### PERFORMANCE STANDARDS, WARRANTY (GEWÄHRLEISTUNG) AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

11.1 The Licensor warrants (gewährleistet) for Licensed Software provided for a fee, but in relation to the Cloud Products only within the period of the agreed availability (clause 27.4), that the Licensed Software performs as described in the Product Description. If this requirement is not met, the Licensor is entitled at its discretion to remedy this defect by repairing it or by supplying defect-free Licensed Software. In particular, the Licensor may remedy the defect by providing an SW Update or SW Upgrade. The quality of the Licensed Software owed is conclusively set forth in the Product Description. The Licensor bears no responsibility for the Licensed Software meeting the expectations of the Licensee.

[...]

11.4 If third parties assert claims before expiration of the warranty period (clause 11.8) against the Licensee for infringement of intellectual property rights within one of the territories listed in clause 11.3, the Licensor may remedy this defect at its choice by  
(i) acquiring the necessary rights for the Licensee so that the Licensed Software no longer infringes any third-party intellectual property rights, (ii) replacing the Licensed Software wholly or partly with another product with similar functionality that causes

[...]

no infringement, or (iii) modifying the Licensed Software in such a way that no third-party intellectual property rights are infringed while maintaining similar functionality; this can also be done by providing an SW Update or SW Upgrade.

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), and except in cases under clause 12.2, Licensee's claims due to a defect in the Licensed Software in accordance with this clause 11 for which the Licensee has been granted a perpetual right of use become time-barred within twelve (12) months of provision of the Licensed Software.

[...]

## CLAUSE 12 "LIABILITY"

12.1 If the Licensed Software is provided to the Licensee for a fee, the Licensor's liability for any compensation or reimbursement of expenses (Aufwendungsersatz) of the Licensee is governed by this clause 12. If the Licensed Software is provided to the Licensee free of charge, only clauses 12.6 – 12.9 apply; apart from that the statutory provisions apply.

12.2 The Licensor is liable without limitation only in the cases listed below (a-e):

- a) for a wilful or grossly negligent breach;
- b) in the event of injury to body, life and health;
- c) in the event of default, to the extent a fixed delivery and/or fixed performance date was agreed;
- d) in the event of the assumption of a guarantee for the quality of the goods or the existence of successful performance, or the assumption of a procurement risk within the meaning of section 276 German Civil Code;
- e) in case of liability under the German Product Liability Act or other mandatory statutory liability provisions.

12.3 In case of a non-wilful or non-grossly negligent breach of an obligation that is material to achieving the contractual purpose and in the fulfilment of which the Licensee may normally trust (major obligation), the liability shall be limited to the contractually typical and foreseeable damage or reimbursement of expenses.

12.4 The Parties agree that the typically foreseeable damage or typically foreseeable expenses and the related liability under the relevant License Agreement or Maintenance Agreement do not exceed the remuneration that (i) for software sales contracts, equals the purchase price for the Licensed Software, and/or (ii) for software leasing contracts and/or maintenance and support services, the Licensee has paid the Licensor in accordance with the relevant License Agreement or Maintenance Agreement for the Contractual Year preceding the Contractual Year in which the damaging event occurs. If the damaging event occurs within the first Contractual Year, for the purposes of this clause 12.4, the remuneration paid until

then by the Licensee to the Licensor is extrapolated to twelve (12) months in accordance with the relevant License Agreement and/or Maintenance Agreement.

12.5 Any further liability of the Licensor shall be excluded. In particular, the Licensor shall have no liability for initial defects that are not its fault in accordance with section 536a (1) alt. 1 German Civil Code, unless clause 12.2 applies.

12.6 Liability for indirect damage, consequential damage, lost profit, business failure damage, business interruption damage, claims of third parties or damage to reputation is excluded unless clause 12.2 applies.

12.7 The Licensee is required to adequately back up data and for this purpose to make backup copies of all data and programs in machine-readable form at least once a day. If there is a data loss that is the fault of the Licensor, the Licensor's liability is limited to the costs of restoring data that the Licensee could not have prevented the loss of by meeting the aforementioned obligation or other reasonable measures.

12.8 Notwithstanding clause 11.8, claims by the Licensee become time-barred, except in cases of clause 12.2, within one year of the claim arising and knowledge or negligent ignorance by the Licensee of the circumstances giving rise to the claim.

12.9 The above limitation of liability also apply to personal liability of employees, representatives and agents of the Licensor.

#### CLAUSE 16 "APPLICABLE LAWS; EXPORT AND RE-EXPORT CONTROL"

[...]

16.3 The supply and service obligations under the relevant License Agreement (contract performance) are subject to the condition that no obstacles or prohibitions based on national or international provisions, especially export control regulations, embargoes or other sanctions prevent performance. The parties undertake to provide all information and documents needed for the export/shipment/import. Any delays due to export controls or authorization procedures nullify agreed deadlines and delivery times. If the necessary authorizations are not issued despite proper application by the party required to do so, with respect to the affected parts the License Agreement shall be deemed not concluded; damage claims in this respect and related of the aforementioned exceeding of deadlines are excluded, provided the party required to perform has not assumed a performance guarantee or a procurement risk under section 276 German Civil Code.

[...]

#### CLAUSE 18 "MISCELLANEOUS"

[...]

18.3 not applicable

[...]

18.6 These Software License Terms, together with all its associated exhibits and schedules, as well as the License Agreements and Maintenance Agreements, all of

[...]

which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Licensed Software and related services and supersede the parties' prior agreements, understandings and discussions relating to the foregoing subject matter. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically or may be signed in counterparts (which have to be in written form within the meaning of Sec. 126 German Civil Code, i.e. handsigned), which together will constitute one agreement. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms.

#### CLAUSE 33 "Support and Maintenance Services"

[...]

33.6 All maintenance and support services by the Licensor are services within the meaning of section 611 et seqq. German Civil Code. Clause 11 of these Software License Terms applies only to maintenance and support services, insofar as the services in question are subject to mandatory statutory provisions related to contracts for work, leases or purchase contracts.

#### Annex to Software License Terms – Local Terms GREECE

The following Local Terms apply only if the Licensee has its principal place of business in Greece.

#### Clause 10 "PRICES AND PAYMENT TERMS"

[...]

10.2 All prices shall be final including any statutory value-added tax, customs duties and other taxes or fees. These are payable by the Licensee.

[...]

#### CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

11.1 Solely for Licensed Software provided for a fee, the Licensor covenants that the Licensed Software will perform as described in the Product Description. For the Cloud Products, the foregoing covenant will apply only during the period of the agreed availability (clause 27.4). If the performance standard in this clause 11.1 is not met, the Licensee will be entitled to the remedies provided by the Greek Civil Code and Law 2251/1994 for the Protection of Consumers as in force.



[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.1 (i.e., wilful misconduct or gross negligence, or personal injury), the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twenty four (24) months the original purchase of the Licensed Software. THEREFORE, UPON THE END OF THE FOREGOING twenty four (24) MONTH PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE "AS IS" AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

[...]

#### CLAUSE 33 "MAINTENANCE AND SUPPORT SERVICES"

[..]

33.6 All maintenance and support services by the Licensor are services within the meaning of Articles 681 et seq. of the Greek Civil Code. Clause 11 of these Software License Terms applies only to maintenance and support services, insofar as the services in question are subject to mandatory statutory provisions related to contracts for work, leases or purchase contracts.

#### Annex to Software License Terms – Local Terms HUNGARY

The following Local Terms apply only if the Licensee has its principal place of business in Hungary.

#### CLAUSE 10 "PRICES AND PAYMENT TERMS"

[...]

10.3 In the case of Licensed Software provided perpetually for a fee, the Licensor invoices the purchase price upon delivery of or granting of access to the Licensed Software, unless otherwise agreed.

10.4 In the case of software provided for a limited time for a fee, remuneration is due and payable without deduction

a) in the case of fixed prices, in advance by the 3rd working day of the agreed regular billing period at the latest;

b) in the case of varying, e.g., User-dependent prices

either (i) within ten (10) days of expiration of the regular billing period and invoicing; the amount of remuneration is determined by the number of licenses existing in the regular billing period to be invoiced;

or (ii) in advance within ten (10) days of invoicing for the agreed regular billing period, whereby the price for this billing period is calculated from the actual quantity used during the previous billing period;

if a varying price calculation is agreed, but not a due-date rule, variant (i) applies.

Unless otherwise agreed, the regular billing period is quarterly.

[...]

10.7 For Cloud Products, other Licensed Software provided for a limited period, and maintenance and support services, the Licensor is entitled once per Contractual Year beginning upon the second Contractual Year, with three (3) months' advance notice, to increase the prices agreed for the current contract with effect for the future, in order to adjust the price structure to altered costs for the procurement and provision of the Licensed Software and/or the maintenance and support services, including price increases of third-party suppliers or service providers, higher wage costs and increases in the tax to be paid upon procurement, but by a maximum of ten per cent (10 %) in comparison with the price valid at the time in question.

[...]

#### CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

11.1 Solely for Licensed Software provided for a fee, the Licensor covenants that the Licensed Software will perform as described in the Product Description. For the Cloud Products, the foregoing covenant will apply only during the period of the agreed availability (clause 27.4). If the performance standard in this clause 11.1 is not met, the Licensee's sole and exclusive remedy is to request a repair of the defect from Licensor pursuant to clause 11.2. Upon Licensor's receipt of the foregoing request, Licensor may at its sole discretion remedy this defect by repairing it or by supplying defect-free Licensed Software. The Licensor also may remedy the defect by providing an SW Update or SW Upgrade. The Licensor bears no responsibility for the Licensed Software that meets the expectations of the Licensee.

11.2 The Licensee must notify the Licensor of defects in writing without delay and at least within ten (10) days and describe the error symptoms in detail. This period starts (i) for obvious defects, upon provision of the Licensed Software, (ii) for other defects, upon discovery of the defect. For perpetually provided Licensed Software, the warranty for defects not reported on time shall be excluded.

[...]

#### CLAUSE 12 "LIABILITY"

12.1 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct or gross negligence or (b) Licensor's personal injury, resulting in loss of life, or harm to health, Licensor will not be liable (whether in contract or tort) to Licensee for any consequential, incidental,

indirect, or exemplary damages arising out of or relating to these Software License Terms.

12.2 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct or gross negligence or (b) personal injury, loss of life, or harm to health caused by Licensor, Licensor's aggregate liability arising out of these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor's liability (if Licensee received the Licensed Software free of charge, Licensor's aggregate liability will not exceed EUR 5).

[...]

12.4 For avoidance of doubt, this clause 12 also applies to personal liability of employees, representatives and agents of the Licensor.

#### CLAUSE 20 “LICENSE TYPES FOR ON-PREMISE PRODUCTS”

[...]

20.5 The number of licenses purchased is specified in the License Agreement. The Licensee may purchase more licenses in addition to the licenses originally purchased in the License Agreement. The Purchase of more licenses is done either by a corresponding order by the Licensee in text form or by use of the Licensed Software by additional Users according to the following provisions:

[...]

#### CLAUSE 28 “USE OF CLOUD PRODUCTS”

[...]

28.3 The Licensee is entitled at any time to deregister an Active Device again and thus to disable it. All disabled devices of the Licensee are described as “Inactive Devices” below. In the case of Cloud Products that require a User account with a certain usage allocation, all Active Devices are automatically disabled and become Inactive Devices when the Licensee’s account contains no more usage allocation.

[...]

#### Annex to Software License Terms – Local Terms IRELAND

The following Local Terms apply only if the Licensee has its principal place of business in Ireland.

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, and subject to clause 6.4 the Licensee is prohibited from modifying, translating, arranging or otherwise changing

the Licensed Software unless the Licensee does so in accordance with s80-82 of the Copyright and Related Rights Act 2000 in achieving interoperability of the Licensed Software with other, independently created computer programs. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

6.4 Unless specified otherwise in the License Agreement or third-party license terms

and/or provided it is not Open Source Software, the Licensee is prohibited from accessing or trying to access the Source Code of the Licensed Software by its own means or via third parties by reverse engineering, decompiling, disassembly or other measures. The Licensee may take such measures to achieve interoperability of the Licensed Software with other, independently created computer programs solely insofar as the information in question is essential for achieving interoperability in accordance with s.80-82 of the Copyright and Related Rights Act 2000. The Licensee shall inform the Licensor in writing giving the Licensor the opportunity to provide the Licensee with the necessary information within a reasonable time period and the Licensor fails to do so.

[...]

#### CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.8 If the Licensee defaults on payment, the Licensor is entitled to charge default interest (i) at 8% above the European Central Bank main refinancing rate, or (ii) of nine per cent (9 %) p.a., depending on which is lesser. Other rights of the Licensor, especially compensation claims, remain unaffected.

[...]

#### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.5 Subject to Licensee’s compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court of competent jurisdiction provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor’s expense. The

[...]

Licensor will indemnify the Licensee in this respect against any court fees and fees for the Licensee’s reasonable professional legal fees necessary to defend against claims. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

11.10 Clause 11 conclusively describes the scope of Licensor’s warranty obligations. All warranties, conditions or other undertakings implied by law or otherwise, and not described in Clause 11, are expressly excluded to the fullest extent permitted by applicable law.

#### CLAUSE 12 “LIABILITY”

12.1. To the extent allowed by applicable laws or statutes, and except for liabilities

resulting from (a) Licensor's wilful misconduct or gross negligence, (b) personal injury or death caused by Licensor's negligence, and/or (c) Licensor's fraud or fraudulent misrepresentation, Licensor will not be liable (whether in contract, tort (including negligence) or otherwise) to Licensee for any consequential, incidental, indirect, or exemplary damages arising out of or relating to these Software License Terms.

12.2 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct or gross negligence, (b) personal injury or death caused by Licensor's negligence and/or (c) Licensor's fraud or fraudulent misrepresentation, Licensor's aggregate liability arising out of or in connection with these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor's liability (if Licensee received the Licensed Software free of charge, Licensor's aggregate liability will not exceed EUR 5).

[...]

#### CLAUSE 17 "TERM AND TERMINATION"

[...]

17.5 Each Party may terminate a time-limited License Agreement and/or a Maintenance Agreement in writing without notice for cause. A cause justifies termination by the Licensor particularly if the Licensee has infringed the rights of use of the Licensor by using the Licensed Software to an extent beyond that permitted in these Software License Terms and does not cease this infringement within fourteen (14) days of a warning by the Licensor. Either party may terminate a License Agreement and/or Maintenance Agreement immediately during the initial term or any Extension Period if the other party becomes insolvent, ceases to carry on its business, has a receiver, examiner, liquidator, administrative receiver, administrator, trustee in bankruptcy or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of the other party (save for a solvent winding up as part of a bona fide reconstruction or amalgamation, the terms of which are approved in advance by the other party, such approval not to be unreasonably withheld or delayed) or if an administration order is made in respect of the other party (or documents for the appointment of an administrator in respect of either party are filed with any court) or if it makes an arrangement or assignment for

the benefit of its creditors or if any analogous event to any of the foregoing occurs in respect of either party."

[...]

#### Annex to Software License Terms – Local Terms ITALY

The following Local Terms apply only if the Licensee has its principal place of business in Italy.

#### CLAUSE 11 "Performance STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for wilful misconduct, the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twelve (12) months the original



purchase of the Licensed Software. THEREFORE, UPON THE END OF THE FOREGOING TWELVE (12) MONTH PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE “AS IS” AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

[...]

#### CLAUSE 17 “TERM AND TERMINATION”

[...]

17.5 Each Party may terminate a time-limited License Agreement and/or a Maintenance Agreement in writing without notice in case of serious breach of the respective License Agreement and/or Maintenance Agreement, in particular in case of serious breach of one or more of the following clauses, pursuant to article 1456 of Italian Civil Code: Clause 5, 6, 10, 13, 14, 16. A cause justifies termination by the Licensor particularly if the Licensee has infringed the rights of use of the Licensor by using the Licensed Software to an extent beyond that permitted in these Software License Terms and does not cease this infringement within fourteen (14) days of a warning by the Licensor.

#### CLAUSE 33 “MAINTENANCE AND SUPPORT SERVICES”

[...]

33.7 The parties acknowledge that pursuant to and to the effects of Section 26, Paragraph 3, of Legislative Decree no. 81/2008 there will not be working interference between the Licensor and the Licensee during the performance of any Maintenance Agreement and/or these Software License Terms, therefore (i) it will not be necessary to prepare a ‘single risk assessment document’ (“D.U.V.R.I.”) indicating the measures adopted to eliminate possible working interference and (ii)

the costs relating to workplace safety with specific reference to any interference, pursuant to Article 26, Paragraph 5, of Legislative Decree no. 81/2008, are equal to EURO (zero). At any time during the performance of any Maintenance Agreement and/or these Software License Terms, in case of prospective working interference between the Licensor and the Licensee, the Licensee shall timely (i) prepare a D.U.V.R.I. (ii) define the costs relating to workplace safety.

-----  
Pursuant to article 1341 of Italian Civil Code, the Licensee expressly accepts the following clauses:

- clause 4.1 with respect to the limitation of liability contained therein;
- clause 7.2 with respect to the suspension of the access to the Licensed Software contained therein;
- clause 8 with respect to the disclaimer of warranty contained therein;
- clause 10.7 with respect to price increases contained therein;
- clause 10.9 with respect to the limitation for the Licensee to offset or withhold payments contained therein;
- clause 11.1 with respect to the limited warranty contained therein;

- clause 11.2 with respect to the forfeiture term contained therein;
- clause 11.3 with respect to the limited warranty contained therein;
- clauses 11.4 and 11.5 with respect to the indemnification contained therein;
- clause 11.6 with respect to the means to remedy defects contained therein;
- clause 11.8 with respect to the warranty period contained therein;
- clause 12 with respect to the limitation of liability contained therein;
- clause 15 with respect to control rights contained therein;
- clause 16.3 with respect to the limitations to the parties' obligations contained therein;
- clause 17.4 with respect to the withdrawal right and automatic renewal contained therein;
- clause 18.3 with respect to the exclusive competence of the Courts on Milan contained therein.

Executed as of . Licensee:

Representative:

#### Annex to Software License Terms – Local Terms JAPAN

The following Local Terms apply only if the Licensee has its principal place of business in Japan.

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement, third-party license terms or the Copyright Act of Japan and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible or constitute a violation of applicable law, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the non-exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make

publicly by wire or wireless means, including the right to make these publicly available. Further, in case of the grant of the right mentioned above, the Licensee shall not grant the right to any third party without the Licensor's consent.

[...]

#### CLAUSE 12 "LIABILITY"

12.1 To the extent allowed by applicable laws or statutes, Licensor will not be liable (whether in contract or tort) to Licensee for any consequential, incidental, indirect, or exemplary damages arising out of or relating to these Software License Terms.

[...]

12.4 For avoidance of doubt, this clause 12 applies to personal liability of employees, representatives and agents of the Licensor, and the Licensee shall not seek their personal liabilities beyond the scope described in this clause 12.

#### CLAUSE 26 "PROVISION AND GRANT OF RIGHTS FOR SDKS AND SOURCE CODE"

[...]

26.2 If the Licensee purchases an SDK, it receives from the Licensor the object code of the Licensed Software solely for the purposes of developing its own products for the named system of Phoenix Contact or of the End Customer. The specific scope of the permitted use of the relevant SDK and applicable restrictions, e.g., development environment and target systems, are set forth in a separate agreement between Licensor and Licensee (e.g., the License Agreement). If the SDK also contains Source Code, the Licensee receives these Source Code from the Licensor solely for the purposes of internal debugging of the Licensed Software. The Licensee may compile the so-modified Licensed Software and integrate it into the respective devices of the Licensor. Any other use of the Source Code of the Licensed Software is strictly prohibited unless otherwise permitted under the Copyright Act of Japan. In particular, the Licensee is not entitled to make functional modifications to the Licensed Software unless otherwise permitted under the Copyright Act of Japan.

[...]

#### Annex to Software License Terms – Local Terms LATVIA

The following Local Terms apply only if the Licensee has its principal place of business in Latvia.

#### CLAUSE 18 "MISCELLANEOUS"

[..]

18.6 These Software License Terms, together with all its associated exhibits and schedules, as well as the License Agreements and Maintenance Agreements, all of which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Licensed Software and related services and supersede the parties' prior agreements, understandings and discussions relating to the foregoing subject matter. No modification of any License Agreement, Maintenance Agreement and/or these Software License Terms is binding unless it is in Written Form and signed by both parties. This also applies to any amendment or waiver of this clause. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically (with a secure electronic signature) may be signed in counterparts, which

together will constitute one agreement. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THESE SOFTWARE LICENSE TERMS (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

#### Annex to Software License Terms – Local Terms LITHUANIA

The following Local Terms apply only if the Licensee has its principal place of business in Lithuania.

#### CLAUSE 3 “SUBJECT MATTER OF THESE SOFTWARE LICENSE TERMS”

[...]

3.2. Further details such as the type of Licensed Software, duration of licensing, territory, type of license, number of licenses and price (unless provided free of charge) and third-party license terms and OSS software license terms are set forth in the relevant License Agreement. The provisions of these Software License Terms apply to every purchase agreed with binding effect between Licensor and Licensee. In case of any contradictions between these Software License Terms and the terms of the License Agreement, the provisions of the License Agreement shall prevail.

#### CLAUSE 33 “MAINTENANCE AND SUPPORT SERVICES”

[...]

33.6 Not applicable.

#### Annex to Software License Terms – Local Terms LUXEMBOURG

The following Local Terms apply only if the Licensee has its principal place of business in Luxembourg.

#### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. For the purpose of this Annex, “perpetual” or “perpetually” means “for the duration of the intellectual property rights attached to such Licensed Software”.

[...]

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.6 The Licensee is entitled to resell to third parties Licensed Software for which it has purchased a perpetual right of use, with simultaneous transfer of the rights of use granted under these Software License Terms, provided that

- (a) it is a final and not only temporary transfer;
- (b) the Licensee fully and irrevocably deletes all copies it has of the Licensed Software; and
- (c) the third party accepts in writing the applicability of these Software License Terms as between Licensor and third party.

## CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

11.1 Solely for Licensed Software provided for a fee, the Licensor covenants that the Licensed Software will perform as described in the Product Description. For the Cloud Products, the foregoing covenant will apply only during the period of the

agreed availability (clause 27.4). If the performance standard in this clause 11.1 is not met, and to the extent that the defect may be easily repaired and that the repair carried out by Licensor does not deprive Licensee from the use of the Licensed Software (or the Cloud Products, as the case may be) for an extended period, the Licensee's sole and exclusive remedy is to request a repair of the defect from Licensor pursuant to clause 11.2; in any other case, and pursuant to clause 11.2, Licensee may elect to (i) request a repair of the defect from Licensor, or to (ii) erase the Licensed Software (or cease to use the Cloud Products, as the case may be) and request to be fully reimbursed by Licensor for the price paid, or to (iii) keep the Licensed Software (or continue to use the Cloud Products, as the case may be) and request to be partially reimbursed by Licensor for the price paid, the determination of the part of the price to be reimbursed being subject to arbitration by qualified experts. Upon Licensor's receipt of the foregoing request for repair of the defect, Licensor may at its sole discretion remedy this defect by repairing it or by supplying defect-free Licensed Software. The Licensor also may remedy the defect by providing an SW Update or SW Upgrade. The Licensor bears no responsibility for the Licensed Software that meets the expectations of the Licensee.

11.2 The Licensee must notify the Licensor of defects in writing without delay and at least within ten (10) days and describe the error symptoms in detail. This period starts upon discovery of the defect. For perpetually provided Licensed Software, the warranty for defects not reported on time shall be excluded. Licensor bears no responsibility for obvious defects.

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.1 (i.e., wilful misconduct or gross negligence, or personal injury), the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon one (1) year from the notification of defect sent to Licensor pursuant to clause 11.2. THEREFORE, UPON THE END OF THE FOREGOING ONE (1) YEAR PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE "AS IS" AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

[...]

## CLAUSE 17 "TERM AND TERMINATION"

[...]



17.2 In the case of Licensed Software provided under a “perpetual license”, these Software License Terms shall apply for the duration of the intellectual property rights attached to the Licensed Software.

[...]

#### CLAUSE 23 “GRANT OF RIGHTS TO MOBILE APPS”

[...]

23.3 Rights to the Licensed Software in Mobile Apps are generally granted perpetually. However, the Licensor may specify in the License Agreement that the Licensed Software is provided to the Licensee not on a perpetual basis but for a defined shorter period. In this case the rights are granted on a time-limited basis in accordance with the provisions of the relevant License Agreement and/or the Product Description.

[...]

#### Annex to Software License Terms – Local Terms MALTA

The following Local Terms apply only if the Licensee has its principal place of business in Malta.

#### CLAUSE 4 “GENERAL”

4.1 As the Licensed Software is a standard product, the Licensor is not responsible to the Licensee for meeting industry-specific, legal or regulatory requirements, or any bespoke requirements of the Licensee, unless they apply directly to the Licensor by applicable mandatory law and/or unless otherwise specified in the License Agreement. It is therefore the obligation of the Licensee to check the suitability of the Licensed Software for use according to the applicable legal and regulatory requirements for the Licensee as well as its own particular, individualised requirements.

[...]

#### CLAUSE 5 “GRANT OF RIGHTS”

5.1 If the Licensee is an Authorized Distributor, Phoenix Contract grants the Authorized Distributor the right to distribute and licence the use of the Licensed Software to End Customers in accordance with the agreements between Phoenix Contract and the Authorized Distributor (e.g., in a distribution agreement), provided the Authorized Distributor shall not and cannot in any case grant an End Customer any other or further rights to the Licensed Software other than the rights granted to the Licensee under these Software License Terms. The right of the Authorized Distributor to use the Licensed Software is limited to the right of distribution and licensing described above. The Authorized Distributor is not permitted to use the Licensed Software in any other manner and the following provisions of clause 5 do not apply unless otherwise agreed between Phoenix Contract and the Authorized Distributor (e.g., demo version for presentations at the End Customer).

[...]

5.4 The Licensee may only use the Licensed Software for its internal business purposes, or for commercial use according to this clause 5.4. For the purpose of this clause 5.4 “Commercial use” means usage of the Licensed Software for the purposes of producing, developing or refining, marketing and/or offering goods, services or data or other services to

third parties with or without the intention to make a profit. However, even if commercial use is permitted, the Licensee shall not distribute, market, sell, assign, lease, rent, make publicly available or otherwise publicly display the Licensed Software to third parties in whole or in part, or otherwise incorporate it into products and/or create derivative works from it which

[...]

are, or are intended to be, distributed, marketed, sold, leased, rented or made publicly available, in whole or in part, to such third parties. Any other provisions of these Software License Terms, including without limitation clauses 5 to 6, remain unaffected.

5.6 Unless the License Agreement states otherwise, the Licensee is entitled, subject to these Software License Terms (i.e., including without limitation the restrictions of this clause) to allow and authorise in the context of service contracts, e.g., data centre outsourcing or hosting, to allow the respective third-party service provider to use the Licensed Software strictly on the following terms and conditions (i) the Licensee informs the Licensor in writing in advance about such third-party use, giving the name and contact details of the third-party service provider, (ii), the third-party service provider uses the Licensed Software solely for the purposes and for the benefit of the Licensee under the relevant service contract and that the use occurs only for the duration of the service contract, (iii) the third-party use of the Licensed Software is and remains only as strictly necessary to provide services of the third-party service provider to the Licensee under the relevant service contracts, (iv) the third-party service provider agrees to tolerate, and cooperate with respect to, controls by the Licensor pursuant to clause 15 and (v) the third-party service provider is not a competitor of the Licensor (and/or a competitor of Phoenix Contact, if the Licensor is an Authorized Distributor). This right applies to both a Company License and a Group License; in the latter case, this clause 5.6 applies provided that the service agreement with the third-party service provider may also be entered into by an authorized Affiliate according to clause 5.5 instead of by the Licensee and/or the use by the third-party service provider may take place for the purposes of such an authorized Affiliate. The Licensee shall be responsible for monitoring and ensuring that these terms are complied with at all times by the third-party service provider, and shall assume full liability for any breaches or defaults thereof on the part of the said third-party service provider.

[...]

## CLAUSE 6 “RESTRICTIONS”

6.1 If the Licensee is an Authorized Distributor, the following applies: The Authorized Distributor is entitled to distribute and license the use of the Licensed Software to End Customers according to the relevant License Agreement between Phoenix Contact and the Authorized Distributor; in this respect the clauses 6.2 and 6.5 (i) do not prevent distribution to End Customers permitted under the License Agreement and are not to be interpreted as a restriction on this right of distribution. Clause 6.6 does not apply to the Authorized Distributor. Clauses 6.3, 6.4 and 6.5 (ii) apply without restriction.

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying,

translating, arranging or otherwise changing or creating derivative works to the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights, title and interest in and to all such

non-permitted modifications, translations, arrangements or other changes or derivative works made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make its own derivative works of, reproduce, use and exploit these modifications, translations, arrangements changes and/or derivative works made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available as well as the results of the exercise of such rights (including, its own derivative works and any reproductions). In such a case of assignment or licensing of all rights, title and interest in and to all such non-permitted modifications, translations, arrangements or other changes or derivative works made in contravention of these License Terms to Phoenix Contact, the amount due by Phoenix Contact by way of consideration would be one Euro (EUR 1) which would be payable upon written demand by the Licensee.

6.4 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from accessing or trying to access the Source Code of the Licensed Software by its own means or via third parties by reverse engineering, decompiling, disassembly or other measures. The Licensee may take such measures as allowed under Article 9(2)(b) of the Copyright Act (Chapter 415 of the Laws of Malta) to achieve interoperability of the Licensed Software with other , independently created computer programs solely insofar as the information in question is essential for achieving interoperability and provided the Licensee informs the Licensor accordingly in writing beforehand giving the Licensor the opportunity to provide the Licensee with the necessary information within a reasonable time period and the Licensor fails to do so.

[...]

6.7 In all circumstances, the Licensor (or if the Licensor is an Authorised Distributor, Phoenix Contract) shall retain all rights, title and interest in and to any and all intellectual property rights in the Licensed Software (including, the respective source code), whether existing now or arising in the future, in any part of the world. Nothing in these Licence Terms or the relative Licence Agreement shall be construed as being departed from this clause.

## CLAUSE 12 "LIABILITY"

12.1 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct, fraudulent conduct or gross negligence or (b) personal injury of the Licensee resulting from the Licensor's own acts or inactions, Licensor will not be liable (whether in contract or tort) to Licensee for any consequential, incidental, indirect, or exemplary damages arising out of or relating to these Software License Terms and/or the use of the Licensed Software.

12.2 To the extent allowed by applicable laws or statutes, and except for liabilities resulting from (a) Licensor's wilful misconduct, fraud or gross negligence or (b) personal injury caused by Licensor, Licensor's aggregate liability arising out of these Software License Terms will not exceed the fees paid by Licensee during the twelve (12) months preceding the incident giving rise to Licensor's liability (if Licensee

received the Licensed Software free of charge, Licensor's aggregate liability will not exceed EUR 5).

[...]

#### CLAUSE 17 "TERM AND TERMINATION"

[...]

17.5 Without prejudice to clause 17.4, each Party may terminate a time-limited License Agreement and/or a Maintenance Agreement in writing without notice and with immediate effect for cause. A cause justifying termination arises where the Licensee commits a material breach of these Licence Terms or the Licence Agreement and/or Maintenance Agreement, such as where Licensee has infringed the rights of use of the Licensor by using the Licensed Software to an extent beyond that permitted in these Software License Terms, and does not cease this infringement within fourteen (14) days of a warning by the Licensor.

[...]

#### CLAUSE 31 "CUSTOMER DATA"

[...]

31.2 The Licensee is prohibited from uploading Customer Data to the Cloud Products which:

- a) infringe third parties' rights;
- b) has been procured or processed without the appropriate consent or otherwise not in accordance with a legal basis established under applicable data protection legislation;
- c) violate applicable law;
- d) may lead to an infringement of applicable law by the Licensor;

[...]

- e) impair the security of the Cloud Products or
- f) substantially impair the performance of the Cloud Products.

#### Annex to Software License Terms – Local Terms NETHERLANDS

The following Local Terms apply only if the Licensee has its principal place of business in the Netherlands.

#### CLAUSE 5 "GRANT OF RIGHTS"

[...]

5.6 Unless the License Agreement states otherwise, the Licensee is entitled in accordance with these Software License Terms (i.e., including without limitation the

[...]

restrictions of this clause 5) in the context of service contracts, e.g., data centre outsourcing or hosting, to allow the respective third-party service provider to use the Licensed Software provided that (i) the Licensee informs the Licensor in writing in advance about such third-party use, giving the name and contact details of the third-party service provider, (ii), the third-party service provider uses the Licensed Software solely for the purposes and for the benefit of the Licensee under the relevant service contract and that the use occurs only for the duration of the service contract, (iii) the third-party use of the Licensed Software is and remains only as strictly necessary to provide services of the third-party service provider to the Licensee under the relevant service contracts, (iv) the third-party service provider agrees to tolerate, and cooperate with respect to, controls by the Licensor pursuant to clause 15 and (v) the third-party service provider is not a competitor of the Licensor (and/or a competitor of Phoenix Contact, if the Licensor is an Authorized Distributor) provided that this limitation will not be in effect for a term longer than five

(5) Contractual Years as per the start date of the License Agreement and/or Maintenance Agreement. This right applies to both a Company License and a Group License; in the latter case, this clause 5.6 applies provided that the service agreement with the third-party service provider may also be entered into by an authorized Affiliate according to clause 5.5 instead of by the Licensee and/or the use by the third-party service provider may take place for the purposes of such an authorized Affiliate.

#### CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.1 (i.e., wilful misconduct or gross negligence, or personal injury), the Licensee's



claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twelve (12) months from the original purchase of the Licensed Software. THEREFORE, UPON THE END OF THE FOREGOING TWELVE (12) MONTH PERIOD AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS AND STATUTES (including the circumstances exempted under clause 12.1), LICENSEE ACCEPTS THE LICENSED SOFTWARE “AS IS” AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

[...]

#### CLAUSE 18 “MISCELLANEOUS”

[...]

18.6 To the maximum extent permitted by applicable law, these Software License Terms, together with all its associated exhibits and schedules, as well as the License Agreements and Maintenance Agreements, all of which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to

[...]

the Licensed Software and related services and supersede the parties’ prior agreements, understandings and discussions relating to the foregoing subject matter. No modification of any License Agreement, Maintenance Agreement and/or these Software License Terms is binding unless it is in Written Form and signed by both parties. This also applies to any amendment or waiver of this clause. Any License Agreement, Maintenance Agreement and/or these Software License Terms and amendments may be executed electronically and may be signed in counterparts (which may be scanned or faxed copies), which together will constitute one agreement. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of the relevant License Agreement, Maintenance Agreement or these Software License Terms. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THESE SOFTWARE LICENSE TERMS (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITTEN FORM SIGNED BY

BOTH PARTIES.

#### Annex to Software License Terms – Local Terms NORWAY

The following Local Terms apply only if the Licensee has its principal place of business in Norway.

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms, including the right to make further changes and modifications to the foregoing as well as to assign, sublicense, and transfer it. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

[...]

#### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.10 Clause 11 conclusively describes the scope of Licensor’s warranty obligations. Nothing in this clause 11 or other elements relating to warranties, shall be construed to limit the generality of clause 12. Each party’s total liability is therefore subject to the limitations in clause 12.

#### Annex to Software License Terms – Local Terms POLAND

The following Local Terms apply only if the Licensee has its principal place of business in Poland.

#### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. Any time the Software License Terms mention “perpetual license” in it is meant to be a non-exclusive indefinite license in the meaning of the Polish law with no right for termination, except as provided otherwise in the License Agreement and/or in these Software License Terms.

[...]

## CLAUSE 5 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby undertakes to assign in writing to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee undertakes to grant the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) in writing the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

[...]

## CLAUSE 10 “PRICES AND PAYMENT TERMS”

[...]

10.7 For Cloud Products, other Licensed Software provided for a limited period, and maintenance and support services, the Licensor is entitled once per Contractual Year beginning upon the second Contractual Year, with three (3) months' advance notice, to increase the prices agreed for the current contract with effect for the

[...]

future, in order to adjust the price structure to altered costs for the procurement and provision of the Licensed Software and/or the maintenance and support services, including price increases of third-party suppliers or service providers, higher wage costs and increases in the tax to be paid upon procurement, but by a maximum of ten per cent (10 %) in comparison with the price valid at the time in question. In case the price is increased in accordance with the preceding sentence, the Licensee shall have the right to terminate the License Agreement with three (3) months' advance notice as of the receipt of the notice on the increase of prices.

## CLAUSE 14 “DATA PRIVACY”

14.1 In execution of the contract, the Licensor processes personal data of the Licensee and its involved employees (name, contact details, other personal data for contract execution), as well as of any other people (such as Users), obtained by signing the contract, to the extent and for the time this is necessary for proper performance of the contract taking

into account the relevant licensing model. The Licensee, its involved employee and User has the right to access his or her data, correct them and request their removal, unless it affects the possibility of further execution of the contract.

[...]

#### CLAUSE 20 “LICENSE TYPES FOR ON-PREMISE PRODUCTS”

20.1 There are different types of licenses for On-Premise Products. The relevant license type is specified in the License Agreement. Unless otherwise agreed in the License Agreement, the Licensor grants the Licensee a non-exclusive, limited, non-transferable (except as provided otherwise in clause 6.6), non-sublicensable (except as provided otherwise in the License Agreement and/or in these Software License Terms) right to use the Licensed Software according to this clause 20 and clause 5 in accordance with the relevant Product Description.

[...]

#### CLAUSE 23 “GRANT OF RIGHTS TO MOBILE APPS”

23.1 Unless otherwise agreed in the License Agreement, the Licensor grants the Licensee a limited, non-exclusive, non-transferable (except as provided otherwise in clause 6.6), non-sublicensable (except as provided otherwise in the License Agreement and/or in these Software License Terms) right to use the Licensed Software according to this clause 23 and clause 5 in accordance with the relevant Product Description.

[...]

#### CLAUSE 25 “GRANT OF RIGHTS FOR EMBEDDED SOFTWARE”

25.1 If the Licensee purchases Embedded Software, the Licensor grants the Licensee a limited, non-exclusive, non-sublicensable (except as provided otherwise in the License Agreement and/or in these Software License Terms) right to use the Licensed Software as software integrated into the device in machine-executable

object code according to this clause 25 and clause 5 for proper use of the respective device in accordance with the relevant Product Description (“Runtime License”). The use of the Licensed Software is limited to the respective device. The Licensee is therefore in particular not authorized to use the Licensed Software separately from this device (standalone) on other hardware.

[...]

#### CLAUSE 31 “CUSTOMER DATA”

31.1 As between the Licensor and Licensee, the Licensee is the sole owner of all property rights, ownership rights and claims to the Customer Data. The Licensee hereby declares it has the right to process the Customers’ personal data. The Licensee grants the Licensor and its vicarious agents a non-exclusive right to use the Customer Data for providing the Cloud Products. Additionally, the Licensor is entitled to make copies of Customer Data in anonymised form (i.e., without information identifying the customer) and to analyse the anonymised data on an aggregate basis with anonymised data of other customers, e.g., for statistical purposes and to improve and develop the Cloud Products. With reference to personal data, the prevailing provisions of clause 14 and the agreement on contract data processing remain unaffected.

[...]

## Annex to Software License Terms – Local Terms PORTUGAL

The following Local Terms apply only if the Licensee has its principal place of business in Portugal.

### CLAUSE 1 “APPLICABILITY”

1.1 These Software License Terms apply to each case in which the Licensor provides Licensed Software to the Licensee, regardless of whether for a limited period or perpetually. For the purposes of these Software License Terms, the terms “perpetual” or “perpetually” shall mean without time limit.

[...]

### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns or shall procure that its employees assign to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively, for no consideration and for all jurisdictions, all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make

derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available.

[...]

6.6 The Licensee is entitled to resell to third parties Licensed Software for which it has purchased a perpetual right of use, with simultaneous transfer of the rights of use granted under these Software License Terms, provided that

- a) it is a perpetual and not only temporary transfer;
- b) the Licensee fully and irrevocably deletes all copies it has of the Licensed Software; and
- c) the third party accepts the applicability of these Software License Terms as between Licensor and third party and confirms this in writing to the Licensor.

### CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

11.1 Solely for Licensed Software provided for a fee, the Licensor covenants that the Licensed Software will perform as described in the Product Description. For the Cloud



Products, the foregoing covenant will apply only during the period of the agreed availability (clause 27.4). If the performance standard in this clause 11.1 is not met, the Licensee's sole and exclusive remedy is to request a repair of the defect from Licensor pursuant to clause 11.2. Upon Licensor's receipt of the foregoing request, Licensor may at its sole discretion remedy this defect by repairing it or by supplying defect-free Licensed Software. The Licensor also may remedy the defect by providing an SW Update or SW Upgrade. The Licensor does not warrant that the Licensed Software meets the expectations of the Licensee.

[...]

11.4 If third parties assert claims before expiration of the warranty period (clause 11.8) against the Licensee for infringement of intellectual property rights within one of the territories listed in clause 11.3, to the maximum extent permitted by law, the Licensee's sole and exclusive remedy is to request Licensor to remedy this defect. Licensor may remedy this defect at its sole discretion by (i) acquiring the necessary rights for the Licensee so that the Licensed Software no longer infringes any third-party intellectual property rights, (ii) replacing the Licensed Software wholly or partly with another product with similar functionality that causes no infringement, or (iii) modifying the Licensed Software in such a way that no third-party intellectual property rights are infringed while maintaining similar functionality; this can be done by providing an SW Update or SW Upgrade.

11.5 Subject to Licensee's compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as

between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor's expense. The Licensor will indemnify the Licensee in this respect against any court fees and reasonable fees for the Licensee's lawyer necessary to defend against claims. Any lawyer's fees exceeding that amount shall be assumed only with the prior written consent of the Licensor. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

[...]

11.8 Notwithstanding anything to the contrary in these Software License Terms (in particular without limitation clause 11.9), for any Licensee who has been granted a perpetual right of use the Licensed Software, and except for the types of claims exempted under clause 12.1 (i.e., wilful misconduct or gross negligence, or personal injury), the Licensee's claims related to any failure by the Licensed Software to meet performance standards or other performance expectations become time-barred upon twelve (12) months the original purchase of the Licensed Software. THEREFORE, TO THE EXTENT PERMITTED BY LAW, UPON THE END OF THE FOREGOING TWELVE (12) MONTH PERIOD, LICENSEE ACCEPTS THE LICENSED SOFTWARE "AS IS" AND WAIVES ITS RIGHT TO SEEK ANY REMEDIES OR DAMAGES IN RELATION TO DEFECTS IN THE LICENSED SOFTWARE.

[...]

Annex to Software License Terms – Local Terms ROMANIA

The following Local Terms apply only if the Licensee has its principal place of business in Romania.

CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND

## INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.2 The Licensee must notify the Licensor for obvious defects in writing with undue delay upon provision of the Licensed Software as set forth by the Article 1690 of the Romanian Civil Code while for any other defects within at least ten (10) days and describe the error symptoms in detail. This period starts upon discovery of the defect. For perpetually provided Licensed Software, the warranty for defects not reported on time shall be excluded.

[...]

## CLAUSE 18 “MISCELLANEOUS”

[...]

18.3 All notices under these Software License Terms to Licensor will be given in Written Form and will refer to the relevant License Agreement and/or Maintenance Agreement and to these Software License Terms. All such notices, and other communications required or permitted to be given under License Agreement and/or Maintenance Agreement and to these Software License Terms shall be deemed to

have been duly given if: (i) delivered personally or (ii) by courier with registered mail. In all cases when for the effectiveness of certain action (document ) under the License Agreement and/or Maintenance Agreement and to these Software License Terms it is necessary its delivery to the other party, this action comes into effect up- on the day of returned delivery of the mail (confirmation receipt) to the sender. Any notice provided in any other manner will be deemed NOT received by Licensor unless Licensor specifically acknowledges receipt of such notice in Written Form.

[...]

## Annex to Software License Terms – Local Terms SLOVAKIA

The following Local Terms apply only if the Licensee has its principal place of business in Slovakia.

## CLAUSE 5 “GRANT OF RIGHTS”

[...]

5.2 The Licensor grants the Licensee a license to use the Licensed Software according to these Software License Terms and the License Agreement. This license grant applies solely to the Licensed Software named in the License Agreement even if it is technically possible for the Licensee to access and/or use other software too. The Licensor grants the Licensee only the rights of use explicitly named in these Software License Terms and the License Agreement. The Licensee is not entitled to use the Licensed Software in any additional way, except in a way explicitly permitted by Sec. 89 Par. 2 Let. b) and c) of the Act No. 185/2015 Coll., Slovak Copyright Act.

[...]

5.7 The Licensed Software may only be sublicensed to third parties, made available to third parties, used by the Licensee for the purposes of third parties, or used by third parties for the purposes of the Licensee, if and to the extent explicitly permitted in these Software License Terms. Any other transfer of the license, sublicensing, making available to, or usage

by third parties is prohibited. The Licensee is responsible for all actions and omissions by its sublicensees or third-party users in connection with the use of the Licensed Software to the same extent as for its own actions and omissions. The right to sublicense, make available to or use for third parties or use by third parties on the Licensee's behalf does not affect the number of licenses purchased by the Licensee. If the Licensee has reason to assume that a sublicensee or third-party user is using the Licensed Software contrary to the terms of licensing, the Licensee must inform the Licensor without delay and prevent any further use of the Licensed Software by the sublicensee and/or third-party user in question.

[...]

#### Annex to Software License Terms – Local Terms SLOVENIA

The following Local Terms apply only if the Licensee has its principal place of business in Slovenia.

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee agrees to assign to the Licensor free of charge (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all its material copyrights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. The Licensee agrees to enter into a copyright agreement for granting the Licensor the aforementioned rights immediately upon the Licensor's request.

[...]

#### CLAUSE 17 “TERM AND TERMINATION”

[...]

17.4 The Licensor and Licensee may terminate any time-limited License Agreement and/or Maintenance Agreement after the initial term and/or any Extension Period (as defined below) with three (3) months' notice prior to the expiry of the applicable term. If the relevant License Agreement and/or Maintenance Agreement is not terminated in time, it shall be extended by another twelve (12) months each (“Extension Period”). The perpetually provided Licensed Software may be terminated by each party with three month's prior notice. The Licensor should not terminate the perpetually provided Licensed Software in the first year of the License Agreement. In case of termination of a perpetually provided Licensed Software the Licensee is not entitled to a pro-rata or entire refund of the fee paid for the Licensed Software.

[...]

#### Annex to Software License Terms – Local Terms SWEDEN

The following Local Terms apply only if the Licensee has its principal place of business in Sweden.

#### CLAUSE 6 “RESTRICTIONS”

[...]

6.3 Unless specified otherwise in the License Agreement or third-party license terms and/or provided it is not Open Source Software, the Licensee is prohibited from modifying, translating, arranging or otherwise changing the Licensed Software. If the Licensee violates this obligation, the Licensee hereby assigns to the Licensor (or if the Licensor is an Authorized Distributor, to Phoenix Contact) in full and extensively all rights to all such non-permitted modifications, translations, arrangements or other changes made in contravention of these License Terms. Should such a transfer not be legally admissible, the Licensee grants the Licensor (or if the Licensor is an Authorized Distributor, Phoenix Contact) the exclusive, irrevocable, transferrable, sublicensable, royalty-free and worldwide right to make derivative works of, reproduce, use and exploit the modifications, translations, arrangements and/or changes made in contravention of these License Terms by all known and unknown

[...]

means and without any restriction in terms of time, space and content, especially to copy, distribute or make publicly by wire or wireless means, including the right to make these publicly available. For the avoidance of doubt, other rights of the Licensor, especially compensation claims, remain unaffected.

#### CLAUSE 10 "PRICES AND PAYMENT TERMS"

[...]

10.8 If the Licensee defaults on payment, the Licensor is entitled to charge default interest (i) in accordance with applicable statutory law, or (ii) of nine per cent (9 %) p.a., depending on which is greater. Other rights of the Licensor, especially compensation claims, remain unaffected.

[...]

#### CLAUSE 11 "PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES"

[...]

11.5 Subject to Licensee's compliance with these Software License Terms, the Licensor shall indemnify the Licensee against any claims of third parties within the meaning of clause 11.3 awarded by a court provided that the Licensee (i) informs the Licensor in writing without delay about such a claim; (ii) provides the Licensor with all reasonable support requested by the Licensor, and (iii) gives the Licensor as between the parties the sole control and decision-making power about defending and settling such a claim at the Licensor's expense. The Licensor will indemnify the Licensee in this respect against any court fees and any reasonable fees for the Licensee's lawyer necessary to defend against claims awarded against the Licensor or assumed with the prior written consent of the Licensor. The indemnification obligation does not apply if the Licensor is not responsible for the infringement of intellectual property rights.

[...]

## CLAUSE 17 “TERM AND TERMINATION”

[...]

17.5 Each Party may terminate a time-limited License Agreement and/or a Maintenance Agreement in writing with immediate effect if (i) the other Party commits a material breach of any of the provisions of the License Agreement/Maintenance Agreement, which is not remedied within fourteen (14) days from written notice thereof, or (ii) the other Party commits a material breach of any of the provisions of the License Agreement/Maintenance Agreement, which is non-curable. For the avoidance of doubt, the Licensor shall particularly be entitled to terminate the License Agreement in accordance with this clause 17.5 if the Licensee has infringed the rights of use of the Licensor by using the Licensed Software to an extent beyond that permitted in these Software License Terms and does not cease this infringement within fourteen (14) days of a warning by the Licensor.

[...]

### Annex to Software License Terms – Local Terms UNITED KINGDOM

The following Local Terms apply only if the Licensee has its principal place of business in the United Kingdom.

## CLAUSE 11 “PERFORMANCE STANDARDS, WARRANTY AND INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES”

[...]

11.10 Clause 11 conclusively describes the scope of Licensor’s warranty obligations. Other than the relevant provisions of these Software License Terms, all conditions, representations, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Software and the provision of any services supplied hereunder are expressly excluded.

11.11 The intellectual property rights including but not limited to patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world in the Licensed Software (other than the Open-Source Software) are, and shall remain, the property of Phoenix Contact, and Phoenix Contact reserves the right to grant a license to use such Licensed Software to any other party or parties.

## CLAUSE 12 “LIABILITY”

12.1 Nothing in the agreement limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence; and
- b) fraud or fraudulent misrepresentation.



12.2 Subject to clause 12.1 above, the Licensor shall not be liable for any consequential and or indirect loss or damage including but not limited to loss of profits, business, anticipated savings, data and goodwill. The aggregate liability of the Licensor arising from the License Agreement, and / or the Maintenance Agreement and / or these Software License Terms shall be limited to: the fees paid by the Licensee during the twelve (12) months preceding the incident giving rise to Licensor's liability; or, if Licensee received the Licensed Software free of charge, will not exceed EUR 5.

[...]

#### CLAUSE 18 "MISCELLANEOUS"

[...]

18.8 The remedies in these Software License Terms or as otherwise agreed in the License Agreement and / or Maintenance Agreement are the sole remedies available to the Licensee. All remedies implied by statute or otherwise are excluded from the License Agreement and / or Maintenance Agreement and these Software License Terms.

18.9 Nothing in these Software License Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.