

Customer Terms regarding the Usage of the Platform for Smart Services of PHOENIX CONTACT

Phoenix Contact operates the Smart Services Platform to enable its Customers to consume and benefit from Smart Services. The Smart Services Platform is a turnkey solution that allows for easy use of Smart Services. The Smart Services Platform offers a variety of Smart Services that can be accessed free of charge or against payment through the Service Store and then used on the Smart Services Platform.

The following terms and conditions apply to the use of the Smart Services Platform by Customers.

1 DEFINITIONS

Capitalized terms used hereinafter have the meaning ascribed to them below:

- “Account”** means a Customer’s individual access to the Smart Services Platform via a web interface or otherwise.
- “Affiliate”** means a corporation, company, or other entity, now or in the future, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with another entity. For purposes of this definition “control” of a corporation, company, or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether through: (i) holding more than half of the voting rights; or (ii) the right to appoint or recall more than half of the members of the administrative, management or supervisory body or of the bodies appointed for legal representation; or (iii) the right to conduct the business of the entity; or (iv) viewed economically, bearing the majority of the risks and opportunities of an entity which serves to achieve a narrowly limited and precisely defined objective of Phoenix Contact (special purpose company).
- “Authorized User”** means any person authorized by the Customer to access the Account in accordance with these Customer Terms.
- “Chargeable Smart Services”** means Smart Services that are offered in the Service Store against payment of charge.
- “Confidential Information”** means any information shared by Phoenix Contact or any of its Affiliates with the Customer under or in connection with the Smart Services Platform Agreement and which is – when disclosed – identified as “Confidential” or consists of information that, by its nature or context, is sufficient to put the Customer on notice of its confidential nature. Any information and materials obtained by the Customer in connection with the Smart Services Platform Agreement and the Customer’s receipt of Smart Services thereunder, including but not limited to the Smart Services Platform and its underlying technology, information regarding Phoenix Contact’s, its Affiliates’ and business partners’ business strategies and practices, methodologies, trade secrets, know how, pricing, technology, software, APIs, product plans, services, client lists, and information regarding employees, clients, vendors, consultants and Affiliates, are deemed to be Phoenix Contact’s Confidential Information.
- “Customer”** means the natural person or legal entity registering to the Smart Services

Platform. The Customer is an “End Customer” and “Licensee” as defined in the Phoenix Contact SLT.

- “Customer Content”** means any information and content stored, processed or transmitted in or through the Smart Services Platform as part of Customer’s use of or in connection with the Smart Services Platform.
- “Customer Terms”** means these present terms of use between Phoenix Contact and a Customer regarding the Customer’s access to and use of the Smart Services Platform.
- “Free Smart Services”** means Smart Services that are offered in the Service Store free of charge or for a charge of RMB 0,00.
- “Force Majeure”** means any event caused by circumstances beyond the respective Party’s reasonable control, including, but not limited to, acts of God, earthquake, fire, flood, embargo, riot, sabotage, attacks on IT systems by third parties (e.g., hacker attacks), labor shortage or dispute, acts or omissions of civil or military authorities (in particular, but not limited to, currency restrictions, suspension or withdrawal of import or export permits), war, acts of sabotage or terrorism, even if these circumstances occur with a supplier, vicarious agent or an Affiliate.
- “Party”** means Phoenix Contact or the Customer, as applicable.
- “Parties”** means Phoenix Contact and the Customer, collectively.
- “Phoenix Contact”** means Phoenix Contact (Nanjing) Smart Technology and Solutions Co., Ltd.. Phoenix Contact is the “Licensor” (as defined in the Phoenix Contact SLT) of the Smart Services offered in the Service Store.
- “Phoenix Contact Affiliate”** means an Affiliate of Phoenix Contact, providing Smart Services to Customers via the Smart Services Platform as a subcontractor of Phoenix Contact under a Smart Services Agreement.
- License Charges”** means all charges, if any, agreed between the Customer and Phoenix Contact under a Smart Services Agreement for your use of the respective Chargeable Smart Service.
- “Phoenix Contact SLT”** means the “Software License Terms International” (as adapted by specific local terms) of Phoenix Contact which are applicable whenever Customer uses a Smart Service.
- “Service Store”** means the part of the Smart Services Platform where all available Smart Services are listed and can be chosen by the Customer.
- “Service Terms”** means the specific terms and conditions applicable to a defined package of a Smart Service (e.g. name of the Smart Service, the applicable Phoenix Contact License Charge, duration of Smart Services Agreement, restrictions (e.g. regarding metrics) or any other terms set out for the respective package of the Service in the Service Store.

“Smart Service”	means a Software as a Service (SaaS) provided in general as a web application by the Smart Services Platform in the name and on behalf of Phoenix Contact either free of charge or against payment. Smart Services are “Cloud Products” as defined in the Phoenix Contact SLT.
“Smart Services Agreement”	means a contract on the use of a Smart Service concluded between (i) Phoenix Contact and a Customer for Free Smart Services or Chargeable Smart Services, in each case including the applicable Service Terms and under the condition of the Phoenix Contact SLT as applicable at the time the Smart Service is ordered and as amended by these Customer Terms. This Smart Services Agreement is a “License Agreement” as defined in the Phoenix Contact SLT.
“Smart Services Platform”	means the Smart Services Platform operated by Phoenix Contact under proficloud.io.cn.
“Smart Services Platform Agreement”	means the agreement between Phoenix Contact and Customer on Customer’s access to and use of the Smart Services Platform. The Smart Services Platform Agreement consists of these Customer Terms.
“System Requirements”	mean certain system requirements and compatibility information for the use of the Smart Services Platform, in particular information on which hardware, operating environment and operating systems the Smart Services Platform is designed for and/or to what extent it is compatible with such components.
“Registration”	means Customer’s online application for access to the Smart Services Platform under the terms of the Smart Services Platform Agreement and Phoenix Contact’s acceptance of such application.
“Update of Terms”	means an update of or modification to the Customer Terms of the Smart Services Platform Agreement.
“Updated Terms”	means the updated or modified Customer Terms of the Smart Services Platform Agreement due to an Update of Terms.
“Us”, “we”, “our”	means Phoenix Contact in its capacity as a Party to the Smart Services Platform Agreement.
“You”, “your”	means the Customer in its capacity as a Party to the Smart Services Platform Agreement.

2 SUBJECT MATTER AND SCOPE

- 2.1 These Customer Terms set forth the terms and conditions for your access to and use of the Smart Services Platform under the Smart Services Platform Agreement. They also amend the Phoenix Contact SLT applicable to the use of Smart Services available on the Smart Services Platform.
- 2.2 The Smart Services Platform Agreement is concluded between you and us by a successful Registration in accordance with the designated Registration procedure. These Customer Terms are incorporated into the Smart Services Platform Agreement.
- 2.3 The Smart Services Platform and the offer to use the Smart Services through the Smart Services Platform are aimed only at natural and/or legal persons or partnerships that use the Smart Services

Platform and use the Smart Services in exercise of their commercial or self-employed professional activities (entrepreneurs).

- 2.4 Notwithstanding Section 2.3, in the course of the Registration process for the Smart Services Platform, we will ask the respective natural person to state whether he/she is acting: (a) in his/her own name and for the account of his/her own business (e.g. as proprietor); or (b) as duly authorized representative in the name and on behalf of a certain legal entity. In case of (a) the Smart Services Platform Agreement is concluded between us and the respective person. In case of (b) (i) the Smart Services Platform Agreement is concluded between us and the legal entity that is represented by the respective natural person; and (ii) upon submitting its application within the Registration process, the registering natural person warrants that he/she is authorized to conclude the Smart Services Platform Agreement on behalf of the legal entity that he/she represents according to the information provided in the course of the Registration process.
- 2.5 We may, in our sole discretion, accept or reject any application for Registration (see Section 3.1 below).
- 2.6 Subject to these Customer Terms, you may by entering into a Smart Services Agreement to be concluded separately between you and Phoenix Contact, order and use Smart Services provided by Phoenix Contact.
- 2.7 The Smart Services Platform provided under the Smart Services Platform Agreement exclude: (i) the establishment of the System Requirements on your side, including the provision of any hardware, software, and/or services necessary to use the Smart Services Platform; (ii) the transmission of Smart Services and any other data to and from the WAN exit of the data center on which the respective services are provided; and (iii) any external websites (including embedded widgets or other means of access) linked to in the Smart Services Platform. You shall be solely responsible for securing and maintaining suitable hard- and software and an internet connection at your own expense.

3 REGISTRATION AND ACCESS TO THE SMART SERVICES PLATFORM

- 3.1 The Smart Services Platform Agreement is concluded between you and us by following the following steps in the Registration procedure:
- a) You apply for access to the Smart Services Platform by using the input mask provided on the Smart Services Platform.
 - b) Before submitting the application, you can review and verify in the input mask all provided information to check whether the data and information entered into the input mask is correct and to correct any mistakes, if necessary.
 - c) Any application may only be submitted after acceptance of these Customer Terms.
 - d) Your binding application is submitted to us by clicking the button "Register".
 - e) Upon receipt of your application, we will inform you by email that we have received your application and will request you to confirm that you have applied for access to the Smart Services Platform. By confirming your application, the Registration is completed, and the Smart Services Platform Agreement is concluded.
 - f) The Smart Services Platform Agreement is concluded in English. After the conclusion of the Smart Services Platform Agreement, the text of the Smart Services Platform Agreement will not be saved, but the current version of these Customer Terms can be downloaded from the Smart Services Platform. Furthermore, you may retrieve the text of the Smart Services Platform Agreement during the Registration procedure prior to the conclusion of the Smart Services Platform Agreement and save it in a form that allows for its reproduction.
- 3.2 During the term of, and subject to your full compliance with, the Smart Services Platform Agreement, we grant you the non-exclusive, non-transferable, non-sub-licensable and revocable right to access and use the Smart Services Platform by Authorized Users via your

Account solely for the purpose of ordering and using Smart Services as available on the Smart Services Platform.

- 3.3 Unless otherwise approved by us in writing, you may designate the following persons as Authorized Users: You, your employees, representatives and agents, who have a legitimate interest to access and use the Smart Services Platform on your behalf and under your control and responsibility in accordance with the Smart Services Platform Agreement. If an Authorized User does no longer have a legitimate interest to access and use the Smart Services Platform on your behalf and under your control, you have to ensure that such person cannot use your Account.
- 3.4 Unless otherwise approved by us in writing, you shall not grant access to any person other than an Authorized User.
- 3.5 Except as set forth in this Section 3, any grant of access rights to third parties is strictly prohibited and you are not entitled to sell, lease, rent, (re-)distribute, (re-)market, make available to the public, use for service bureau purposes, or on a timesharing basis, or otherwise make any Phoenix Contact App available to third parties.
- 3.6 We enable you to access the Smart Services Platform through your Account, using the access credentials (e.g., logins and passwords) created by you for your Authorized Users. You shall: (i) carefully store your access credentials and protect them from unauthorized access; (ii) not access the Smart Services Platform by any means other than the Account or other means permitted by us; (iii) not circumvent or disclose the authentication or security of the Account, the Smart Services Platform, or any host, network, or account related thereto; and (iv) not use a false identity with the purpose of misleading others or to gain unlawful or unauthorized access to your Account or the Smart Services Platform. You shall change the passwords on a regular basis in accordance with appropriate password policies. You and/or each Authorized User, are entirely responsible for maintaining the confidentiality and security of your login credentials, and you are solely responsible for any and all activities that occur under your Account(s) to the extent such activities have been authorized by you and/or an Authorized User, or have not been authorized by you and/or an Authorized User but could have been prevented by you when exercising due care. Passwords may not be used by more than one Authorized User and you are prohibited from transferring or sharing passwords with any person that is not an Authorized User. You shall ensure that Authorized Users exit or log-off from their Account at the end of each session of use.

4 GENERAL PROVISIONS FOR SMART SERVICES PLATFORM

- 4.1 Unless expressly agreed otherwise, we provide the Smart Services Platform in a multiuser environment and grant you access to the then-current version of the Smart Services Platform made generally available by us to customers. We update and further develop the technology, features, and functionalities of the Smart Services Platform and are under no obligation to maintain prior versions thereof. Upon the provision of a modified or new version of the Smart Services Platform, you are no longer entitled to use previous versions.
- 4.2 We may at any time make changes or updates to the Smart Services Platform (such as, without limitation, functionality, infrastructure, security, technical configurations, application features, etc.) in our sole discretion without giving any reasons and may make the use of the Smart Services Platform by you dependent on the use of modified or additional System Requirements or subject to other restrictions. We may make such changes in particular, but without limitation, if, based on our reasonable judgment, we believe that changes to the Smart Services Platform and/or System Requirements are necessary in order to avoid: (a) any threat to the security or functionality of the Smart Services Platform; (b) any adverse impact on you, us, your or our Affiliates, or any third party, including without limitation, any risk of personal injury; and/or (c) subjecting you, us, your or our

Affiliates, Contributors, or any third party to liability. If reasonable, we will notify you of such changes in advance.

- 4.3 We may engage any of our Affiliates and any other third parties for and in connection with the provision of the Smart Services Platform, it being understood that this shall not amend or release us from our contractual obligations to you under the Smart Services Platform Agreement.

5 NO WARRANTY OR GUARANTEE

- 5.1 Except for intentionally or fraudulently non-disclosed defects, the Smart Services Platform is provided “as is”. We are not obliged to provide certain functionalities or fulfill any other requirements. We do not warrant that the Smart Services Platform will be available at all times without any interruption.

- 11.1 5.2 None of our obligations under the Smart Services Platform Agreement shall be deemed to constitute a guaranteed quality or another guarantee. In addition, we disclaim any liability for defects and non-conformance already existing when the Smart Services Platform Agreement was concluded. The above limitations shall not apply in case of personal injuries and in case of property damages which are caused by gross negligence or intention.

6 YOUR USE OF THE SMART SERVICES PLATFORM

- 6.1 You shall: (i) ensure that your use of the Smart Services Platform will not constitute a threat to the security or functionality of the Smart Services Platform and/or adversely impact us, Phoenix Contact Affiliates, or any third party; (ii) before accessing the Smart Services Platform and during use, take all reasonable precautions against security attacks on your system and to prevent viruses, Trojan horses, or other programs that may damage software; (iii) not interfere with or disrupt the integrity or performance of the Smart Services Platform or other equipment or networks connected to the Smart Services Platform, and in particular not transmit any Customer Content containing viruses, Trojan horses or other programs that may damage software; and (iv) not use the Smart Services Platform in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users’ use of the Smart Services Platform.
- 6.2 You shall: (i) before and at all times during the use of the Smart Services Platform review and comply with any applicable law, in particular, at your own expense, obtain and maintain all necessary permits and registrations; (ii) not provide us with any Customer Content the use of which in accordance with the Smart Services Platform Agreement results in a violation of applicable law, intellectual property, trade secrets, other third-party rights, or restrictions towards third parties, such as confidentiality obligations; (iii) not use the Smart Services Platform for any purpose except as expressly permitted by the Smart Services Platform Agreement; (iv) not translate, disassemble, decompile, reverse engineer, or otherwise modify or attempt to discover the source code of any software contained in the Smart Services Platform (except to the extent permitted pursuant to applicable law or expressly permitted otherwise; to the extent open source software is used, the applicable open source software conditions apply); and (v) ensure that your use of the Smart Services Platform will not subject us, our Affiliates, or any third party to liability.
- 6.3 You shall inform us without undue delay: (i) if you become aware of any circumstances, and in particular of any incidents, indicating that: (a) the security and/or compliance standards pursuant to Sections 6.1 and 6.2 are possibly not satisfied, or (b) the use of a Smart Service possibly presents risk of personal injury or to the security and stability of our, your, or a Phoenix Contact Affiliate systems; (ii) about any measures of any authorities or court decisions which may possibly hinder use of any Customer Content in accordance with the Smart Services Platform Agreement; (iii) about any change to your name or contact details; and (iv) if you learn of any unauthorised access to your Account or the Smart Services Platform.

- 6.4 You shall state all information and data truthfully and completely and keep these up to date at all time (e.g. contact information).
- 6.5 You are solely responsible for the suitability, content, use, and quality of your Customer Content and the means by which you acquired such content. For example, you are solely responsible for: (i) the creation and maintenance of independent backup copies of all Customer Content; and (ii) any document retention or archiving obligations resulting from applicable laws or your company policies.
- 6.6 You hereby declare that all Authorized Users who are technically enabled to submit declarations and/or notifications via your Account act on your behalf and have the capacity to bind you. Notwithstanding any additional responsibility under applicable law, as between you and us, you are solely responsible to ensure that any of your Authorized Users, employees, representatives, vicarious agents, Affiliates, and third parties which you engage when making use of the Smart Services Platform, comply with the provisions of the Smart Services Platform Agreement and applicable law.

7 LICENSING AND USE OF SMART SERVICES

- 7.1 Through the Smart Services Platform, we enable you to (i) order and use Smart Services by entering into Smart Services Agreements (to be concluded separately between you and us).
- 7.2 Product Descriptions (as defined in the Phoenix Contact SLT) of the Smart Services, if any, are solely available on the Smart Services Platform.
- 7.3 The Smart Services Agreement for a new Free Smart Service is concluded between you and Phoenix Contact by following the following steps in the Service Store:
- a) The Customer chooses a Smart Service offered in the Service Store.
 - b) A detailed website with further information on the different packages is opened. The Customer chooses the package offered free of charge or for a charge of RMB 0.00 by clicking on the button "Go to Service".
 - c) After clicking on the button "Go to Service", the Service Terms for the respective Free Smart Service are displayed in a checkout window.
 - d) The Customer cannot change the Service Terms displayed in the checkout window but can cancel the order for the Free Smart Service by closing the checkout window.
 - e) Before placing its order, the Customer needs to accept the Phoenix Contact SLT in the version applicable at the time of the order.
 - f) By clicking the button "Order Now", the Customer's binding order is submitted to us.
 - g) Upon receipt of the Customer's order, the Customer will receive an email confirming the receipt of the Customer's order. The Smart Services Agreement for the Free Smart Services is concluded upon the Customer's receipt of this email.
- 7.4 The Smart Services Agreement for a new Chargeable Smart Service is concluded between you and Phoenix Contact by following the following steps in the Service Store:
- a) The Customer chooses a Chargeable Smart Service offered in the Service Store against payment.
 - b) A detailed website with further information on the different packages is opened. The Customer chooses the fitting package by clicking on the button "Book Package".
 - c) If this is the first booking of the Customer, the Customer is requested to provide billing information by using the input mask.
 - d) Before storing the billing information, the Customer can review and verify all provided information to check whether the data and information entered into the input mask is correct and to correct any mistakes, if necessary.
 - e) By clicking on the button "Create Billing Account", the billing data is stored, and an entry of the Customer is lodged.
 - f) After clicking on the button "Create Billing Account", the following information are displayed in a checkout window: the Service Terms regarding the booked Smart Service, the

Customer's billing address, and the email address where the booking confirmation will be sent to. The Customer may also add its own order number and check its invoice address.

- g) If the Customer has already booked Smart Services, the clicking of the button "Book Package" directly leads to this checkout window.
- h) Except for its order number, the Customer cannot change the Service Terms and other information displayed in the checkout window but can cancel the booking of the Smart Service by closing the checkout window.
- i) Before placing its booking offer, the Customer needs to accept the Phoenix Contact SLT in the version applicable at the time of the booking.
- j) By clicking the button "Order License", the Customer's binding booking offer is submitted.
- k) Upon receipt of the Customer's booking offer, the Customer will receive an email confirming the receipt of the Customer's booking offer. The Smart Services Agreement for the Smart Services is concluded upon the Customer's receipt of this email.
- l) Phoenix Contact will send an invoice to the Customer for the booked Smart Services.

7.5 The Customer can book Updates and Upgrades of a booked Smart Service by choosing the respective Update or Upgrade in the Service Store and entering into a respective Smart Services Agreement as described in clause 7.3 for Free Smart Services and clause 7.4 for Chargeable Smart Services.

7.6 All Smart Services Agreements are concluded in English. The Service Terms regarding the respective Smart Service will be provided as part of the confirmation email and can be stored by the Customer. After the conclusion of the Smart Services Agreement, the remaining text of the Smart Services Agreement (the Customer Terms and the Phoenix Contact SLT as applicable at the time of the order) will not be saved by us, but the current version of these Customer Terms and the Phoenix Contact SLT can be downloaded on the Smart Services Platform. Furthermore, you may retrieve the text of the Customer Terms and the Phoenix Contact SLT during the booking procedure prior to the conclusion of the Smart Services Agreement and save it in a form that allows for its reproduction.

7.7 If you submit declarations through the Service Store on the Smart Services Platform that are intended for a Phoenix Contact Affiliate when performing as a subcontract of us, including without limitation declarations regarding the use of Smart Services under Smart Services Agreements, you hereby authorize us to forward the declarations and all necessary data relating to you, including but not limited to your contact data, to the applicable Phoenix Contact Affiliate.

7.8 You acknowledge that you will enter into all Smart Services Agreements for Smart Services only with us. We may engage a Phoenix Contact Affiliate as a subcontractor in the fulfilment of our obligations under the Smart Services Agreement for Smart Services existing with you at any time; but this does not lead to any contractual or service relationship between the Phoenix Contact Affiliate and you, nor any responsibility of the Phoenix Contact Affiliate for the provision of services to be provided by us to you under or in connection with the applicable Smart Services Agreement.

7.9 You acknowledge that in respect of the Smart Services and any related services under a Smart Services Agreement: (i) Phoenix Contact shall be solely responsible to you for any claims and obligations you may have; and (ii) no Phoenix Contact Affiliate shall have any responsibility for any such claims or obligations.

7.10 Unless otherwise stated in the Service Terms, (i) any licenses for Smart Services ordered in the Service Store are Company Licenses as defined in the Phoenix Contact SLT, (ii) the Smart Services may not be used for Commercial use (as defined in the Phoenix Contact SLT) and (iii) you may not allow any third-party service provider to use the Smart Services or sublicense the Smart Services to third parties other than explicitly allowed in this Section 7 of the Customer Terms.

7.11 The term and the termination provisions for the Smart Services ordered in the Service Store are governed by the applicable Smart Services Agreement between you and us. Unless otherwise stated in the Service Terms, a Smart Services Agreement has an initial term of 12 months, starting on the

date the Smart Services is concluded. Within the first month of the conclusion of a Smart Services Agreement for a Chargeable Smart Service, each party of the Smart Services Agreement is entitled to terminate the Smart Services Agreement in text form to the end of the month. If Phoenix Contact terminates the Smart Services Agreement, no payment for the Chargeable Smart Service becomes due. This termination right does not apply to Smart Services Agreements regarding Updates or Upgrades of Chargeable Smart Services.

7.12 The termination of the Smart Services Platform Agreement does affect any Smart Services Agreement. In the event that the Smart Services Platform Agreement is terminated by you or us, the termination shall also apply to the Smart Services Agreement.

7.13 The following provisions apply to Chargeable Smart Services in addition to the Phoenix Contact SLT:

Your use of a Chargeable Smart Service is subject to Phoenix Contact License Charges in consideration of Phoenix Contact providing you with a Chargeable Smart Service under a Smart Services Agreement. We will use your billing for the creation of the invoice. You are responsible for maintaining complete and accurate billing and contact information in the Smart Services Platform.

Under certain regulations, in particular cross-border transactions might be subject to the reverse charge mechanism. If applicable, Phoenix Contact will invoice you without any value added tax and refer to the reverse charge mechanism in the invoice.

If you have provided any inappropriate information within the Registration process, and this information has led to the incorrect assumption that the reverse charge mechanism is applicable, and services have been invoiced without value added tax, you are liable to Phoenix Contact for all losses and/or damage caused by this assumption. In particular, you are liable for additional value added tax and costs incurred by Phoenix Contact with regard to the registration for value added tax purposes as well as further costs such as legal and other consulting fees.

Where applicable laws require you to withhold and pay any withholding taxes or similar levies, you may do so, provided that your obligation to pay the net amounts of the charges as invoiced by Phoenix Contact shall remain unaffected. Therefore, as between you and Phoenix Contact, you shall pay to Phoenix Contact the net amount of the charges remaining after the respective deduction, plus the amount that was deducted, in order to ensure that Phoenix Contact receives the full net amount as contractually agreed.

7.14 The Phoenix Contact SLT are an integral part of the respective Smart Services Agreement. They apply to the use of all Smart Services available on the Smart Services Platform. In case of any discrepancies or contradictions between the terms of these Customer Terms and the Phoenix Contact SLT, the terms of the Phoenix Contact SLT prevail regarding the use of Smart Services, unless this Section 7 of the Customer Terms contains a deviating provision.

8 INTELLECTUAL PROPERTY

8.1 All rights, title, interest and know how in and to the Smart Services Platform, Customer Content and any other information and content and any part and improvement of the aforementioned, other than those expressly granted in the Smart Services Platform Agreement, shall remain wholly vested in the relevant Party or its third-party business partners and/or licensors.

8.2 You grant us and the relevant Phoenix Contract Affiliates (where applicable) a worldwide, non-exclusive, transferable, sub-licensable, royalty-free license to use, host, transmit, display, sub-license, and reproduce Customer Content for the purpose of providing the Smart Services Platform in accordance with the Smart Services Platform Agreement.

- 8.3 If you are deprived of your use of the Smart Services Platform as permitted under the Smart Services Platform Agreement due to an infringement of such use upon an intellectual property right, then we will obtain for you the right to continue accessing and using the Smart Services Platform, or will at our sole discretion replace or modify the Smart Services Platform so it becomes non-infringing; or, if such remedies are not reasonably available, we are entitled to terminate the Smart Services Platform Agreement in whole or in part. We, in our sole discretion, may provide the remedies specified in this Section prior to your deprivation of your use of the Smart Services Platform.

9 INDEMNIFICATION

- 9.1 You will indemnify us and hold us harmless from and against any losses and/or damage (including reasonable attorney's fees), and defend us (both in and out of court) at your own cost against any claims, arising out of or in connection with the following circumstances to the extent you are responsible for such circumstance: (i) an allegation by a third party, including an authority, that your use of the Smart Services Platform violates the security and/or compliance standards pursuant to Sections 6.1 or 6.2, respectively; (ii) an allegation by a third party that any Customer Content infringes upon that third party's rights, including without limitation Intellectual Property Rights or privacy rights; (iii) any failure to comply with your obligations under Section 6; and/or (iv) a breach of the Smart Services Platform Agreement and/or applicable law, including without limitation, export control law, by you.
- 9.2 We will: (i) give you written notice of such claim without undue delay; (ii) give you sole control of the defense and settlement of the claim; and (iii) at your cost provide to you all reasonable assistance to defend such claim. You shall not settle or acknowledge any claim without our prior written consent. Notwithstanding the foregoing, you have no obligation of defense or indemnification or otherwise with respect to any claim or demand based upon (a) a breach of the Smart Services Platform Agreement by us; and/or (b) any modification of the concerned Customer Content made by us or on our behalf.

10 LIABILITY

- 10.1 Taking into consideration that the Smart Services Platform is provided free of charge, notwithstanding this Section 10 and any statutory provisions on liability under the applicable law, you agree and acknowledge it as a fair and reasonable arrangement that, with regard to the free-of-charge Smart Services Platform, we are liable only for personal injuries and willful intent and gross negligence.
- 10.2 Except for claims based on willful intent, neither Party shall be liable for indirect or consequential damage, including but without limitation to loss of profit, loss of revenue, business interruptions and loss of goodwill.
- 10.3 We will not be liable for any damage due to loss of data, to the extent such damage would have been avoided if you had performed backup copies as provided under Section 6.5.
- 10.4 Except for claims based on willful intent, notwithstanding any statutory provisions under the applicable law, each Party agrees that it shall voluntarily and permanently waive any rights, claims and remedies for damages and indemnities arising out of or related to the Smart Services Platform Agreement, whether in contract, tort or otherwise, upon the expiration of two (2) years after the occurrence of the event triggering the right, claim or remedy.
- 10.5 Any limitations and exclusions of liability provided in these Customer Terms also apply to the benefit of any of our Affiliates, directors, employees, agents, business partners, sub-suppliers, subcontractors, and any other persons used by us in performing any of our obligations, as well as their Affiliates, directors, employees, agents, business partners, sub-suppliers, subcontractors and any other persons used by them.

11 PRIVACY

Each Party undertakes and agrees to comply with all privacy laws, regulations and requirements, or the like, that apply to the performance of each Party's obligations under the Smart Services Platform Agreement, including but not limited to (if necessary) by mean of entering into an agreement for commissioned data processing.

12 CONFIDENTIALITY

12.1 You undertake to treat confidential any Confidential Information of us and our Affiliates, and may disclose it only to those employees and/or other personnel who have a need to know, and who are bound to confidentiality by their employment contract or otherwise not less stringent than the provisions herein. You may use such Confidential Information only for the purpose authorized by the Smart Services Platform Agreement.

12.2 The confidentiality obligations of this Section 12 shall not apply if you can prove that: (i) the relevant information is generally known or later became known through no fault of yours; (ii) you already knew same information before the obligation to maintain secrecy or same information itself was verifiably developed by you independently; (iii) the information was supplied to you by a third party without the obligation to maintain secrecy; (iv) the information was released in writing for publication by us or our respective Affiliate; or (v) to the extent the information must be made public on the basis of a binding official or judicial directive.

12.3 The Confidential Information and any copies made of it shall be returned (or upon our request destroyed) without any further request to do so after the termination of the Smart Services Platform Agreement. The obligation to return/destroy such Confidential Information does not apply to the extent that Confidential Information and/or copies thereof have to be stored by you in safe custody according to mandatory law, provided however that during the retention period provided by such mandatory law this Confidential Information and/or the copies thereof are subject to the obligation to secrecy according to the provisions of these Customer Terms.

13 EXPORT CONTROL

13.1 You shall before, and at all times in connection with, the use of the Smart Services Platform and other services review and guarantee by appropriate measures that: (i) you comply with any applicable national export and (re-)export control law, including any provisions on technical assistance and technology transfers; (ii) you will not violate against an embargo imposed by the People's Republic of China; (iii) you will not use the Smart Services Platform or other services in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (iv) you will not directly or indirectly make available the Smart Services Platform to any third party listed on a sanctioned party list of the People's Republic of China concerning the trading with entities, persons and organizations listed therein.

13.2 If you transfer goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) by using the Smart Services Platform and other services administered by us, you will comply with all applicable national (re-)export control regulations. You will notify us in writing prior to any transfer of goods which are subject to restrictions and categorizations arising from aforementioned regulations by indicating the appropriate export list category or ECCN (Export Control Classification Number).

13.3 Upon request by us, you shall promptly provide us with all necessary information to perform investigations relating to (re-)export control regulations.

13.4

13.4 We shall not be obligated to fulfil the Smart Services Platform Agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade requirements, including any embargoes or other sanctions.

14 TERM AND TERMINATION

14.1 The Smart Services Platform Agreement takes effect upon Registration and runs for an unlimited period. The Smart Services Platform Agreement can be terminated for convenience by the Customer upon one (1) months' notice before the end of the respective month. The Smart Services Platform Agreement can be terminated for convenience by Phoenix Contact upon twelve (12) months' notice before the end of the calendar year.

14.2 Either party may terminate the Smart Services Platform Agreement for cause. Events that entitle us to terminate for cause include, in particular but without limitation: (i) your breach of any obligation or provision of the relevant Smart Services Platform Agreement which remains uncured for a period of thirty (30) days after receipt of notice thereof; (ii) a material breach of the obligations under the relevant Smart Services Platform Agreement by you; (iii) our obligation to comply with applicable law or requests by a governmental body; (iv) a change in control of you and/or any of your Affiliates which, as suggested by objective reasons, adversely affects our position, rights or interests; and (v) the termination or expiration of our contractual relationship with a supplier for the provision of the Smart Services Platform or material software and/or services, rendering the continued provision of the Smart Services Platform by us impossible or unreasonable.

14.3 Unless otherwise agreed, termination of any Smart Services Agreement does not affect the Smart Services Platform Agreement.

14.4 All termination rights must be exercised in writing to the other Party.

14.5 Upon the termination of the Smart Services Platform Agreement, regardless of the reason: (i) we are entitled to permanently suspend access to the Smart Services Platform and to discontinue provision of any Smart Services under the Smart Services Platform Agreement; and (ii) you are obliged to cease all use of the Smart Services. Any terms or conditions of the Agreement which by their express terms extend beyond the termination or expiration of the Smart Services Platform Agreement or which by their nature should so extend, shall survive and continue in full force and effect after any termination or expiration of the Smart Services Platform Agreement.

15 AMENDMENTS TO THE AGREEMENT

We reserve the right to conduct an Update of Terms at any time in our own reasonable discretion. In particular, changes in applicable law or updates to and further developments of Smart Services Platform in accordance with Section 4.2 may require an Update of Terms. We will inform you about any Update of Terms by giving you at least thirty (30) days' prior notice and by providing you with these Updated Terms, e.g. by email. The Updated Terms shall become binding upon the Parties upon expiry of the above notification period, or on any later date set forth in the notification, unless you object to the Updated Terms in text form prior to the expiry of the notification period. In case you object, we may terminate the Smart Services Platform Agreement in text form with effect upon the expiry of the notification period at the earliest if the continuance of the Smart Services Platform Agreement without the Updated Terms is impossible or unreasonable for us. We will point out these consequences to you as part of the notification. Any other termination rights of the Parties shall remain unaffected.

16 FINAL PROVISIONS

- 16.1 Subject to Section 4.3, the Smart Services Platform Agreement may not be assigned or otherwise transferred, nor may any rights or obligations be assigned or delegated, by either Party without the prior written consent of the other Party hereto, except that we may assign the Smart Services Platform, in whole or in part, and/or its rights and obligations hereunder, without your consent or extend the Smart Services Platform to any of our Affiliates, or to a third-party successor with respect to all or part of the business to which the relevant Agreement relates, whether: (i) as a result of a change of ownership (including by stock purchase, merger or consolidation); (ii) as a result of the sale of all or a substantial part of the assets and/or all or a part of the business to which the relevant Agreement relates; and/or (iii) in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution or any other type of business combination or business reorganization, including without limitation, the establishment of joint venture companies and/or otherwise.
- 16.2 Whenever notice by email is sufficient, as expressly set forth in the Smart Services Platform, notices to us shall be sent to info@phoenixcontact-sb.io and notices to you shall be sent to your then-current email address, as provided by you in the Registration process or as most recently updated by you.
- 16.3 If the Smart Services Platform Agreement requires a notice or a document to be "in writing" or "in written form", notice by email shall be sufficient, as expressly set forth in the Smart Services Platform Agreement; such notice or document shall be duly signed by the sender and the signed notice or document shall be delivered, sent or transmitted to the other Party in its original form or as a telefax copy or scanned copy per email. For the avoidance of doubt, other electronic communication shall not qualify as a written notice or document.
- 16.4 These Customer Terms for the Smart Services Platform constitute the entire understanding of the Parties regarding access to and use of the Smart Services Platform. If a Customer orders and uses Smart Services available on the Smart Services Platform, the applicable Service Terms and Phoenix Contact SLT apply in addition as agreed in the respective Smart Services Agreement. Any other general terms and conditions of the Parties shall not apply, even if printed on or referenced by a form used in connection with the relevant Agreement.
- 16.5 Neither Party shall be liable for any failure or delay in its performance under the Smart Services Platform Agreement due to Force Majeure, provided that the delayed Party: (i) gives the other Party notice of such cause without undue delay; and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in its performance.
- 16.6 Any disputes arising out of or in connection with the Smart Services Platform Agreement or the Smart Services Platform or its validity shall be finally settled by applying for arbitration of such dispute to the Nanjing Arbitration Commission and the dispute shall be decided according to the arbitration rules of the Nanjing Arbitration Commission effective on the date of submitting the request for arbitration, without recourse to the ordinary courts of law. The arbitration award shall be final and binding on the Parties. The place of arbitration shall be Nanjing, China. The arbitration tribunal shall consist of three arbitrators. The language of the arbitration proceedings shall be Chinese.
- 16.7 The Smart Services Platform Agreement shall be governed and construed in accordance with the substantive law applicable in the People's Republic of China, without reference to any other law.

Status: July 2021