

# TERMS & CONDITIONS - IRMAsecure

VIDEC.

VIDEC Data Engineering GmbH  
V25.08-01

## 1. PREREQUISITE

The prerequisite for taking out an "IRMAsecure" subscription is that the appliance/license was purchased no more than 6 months ago. If the subscription is taken out after this period, the appliance/license must first be updated to the current version.

## 2. START, PERIOD, AND TERMINATION

The subscription begins on the first day of the month in which it is taken out and has a minimum term of 2 years. It is then automatically renewed for a further year unless it is terminated with 3 months' notice to the end of the year. Notice of termination must be sent in writing to the following address:

VIDEC Data Engineering GmbH

Contrescarpe 1

28203 Bremen - GERMANY

If the licensee's (subscriber's) company is sold or renamed, this subscription shall automatically transfer to the new company.

If the subscription was taken out with VIDEC via a third party ("contractual partner") and this party terminates its business relationship with VIDEC, or its company is sold or liquidated, VIDEC has the right at any time to approach the end customer and continue the existing subscription directly with the licensee (subscriber). In this case, VIDEC shall not be required to pay any compensation to the contractual partner.

This subscription expires if VIDEC loses its sales rights as a distribution partner. In this case, the manufacturer—Achtwerk GmbH & Co KG, Am Mohrenshof 11a, 28277 Bremen, GERMANY—automatically takes over this subscription.

## 3. BILLING AND PAYMENT AGREEMENT

The fee for IRMAsecure subscriptions is billed annually and amounts to 18% of the current list price of the appliances/licenses underlying this subscription. Discounts are not available.

Billing takes place in advance upon conclusion of the subscription for one year (12 months), beginning with the month of conclusion. Thereafter, the fee for the license will be invoiced annually in the month in which the subscription started.

Value added tax will be charged at the rate applicable at the time of delivery.

Invoices will be issued in digital form.

The payment term for subscription fees is 14 days from the invoice date.

The terms and conditions of VIDEC Data Engineering GmbH apply.

## 4. LICENSE EXTENSION

If the appliance/license is extended, the resulting change in the fee for the IRMAsecure subscription must be approved with a new order.

The fee for the expanded appliances/licenses will be charged from the date of installation. An interim invoice will be issued for this fee from the date of installation until the next billing date for the fee for the entire/expanded appliances/licenses.

## 5. SCOPE

The "IRMAsecure" subscription offers users (subscribers) a continuous update service for the licenses covered by the subscription. Specifically, the following services are included:

- Software updates for the respective IRMA® operating system, SCAN module, analysis software, other licensed software modules, and for the IRMA® Management and Analysis Console (MAK) via the Achtwerk update server
- Priority IRMA® support from the VIDEC Business Unit "OT Networks & OT Security"
- Information about IRMA® product innovations and online seminars.

Update installation is not included. Nor are any services outside of our described support offerings. However, any further support services required can be purchased as an additional service. This subscription does not include hardware replacement except at the end of the IRMA® hardware life cycle (currently 6 years). At that point, it is possible to replace the IRMA® hardware with subsidized equivalent hardware.

## 6. LEGAL FRAMEWORK

This subscription is subject to the laws of the Federal Republic of Germany. Any legal disputes arising from this subscription shall be settled exclusively by the courts of the Federal Republic of Germany. The place of jurisdiction is Bremen. This subscription contains all agreements between the parties. The assignment of rights arising from this subscription is excluded.

## 7. SEVERABILITY CLAUSE

Should any provisions of this subscription be or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply if a loophole is discovered in the subscription. In place of the affected provision, the legally permissible provision that most closely approximates the expressed intent and purpose of the parties shall be deemed to have been agreed upon.

VIDEC Data Engineering GmbH

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