CONTRACT TERMS – SECUREPLUS (ACRON, AIP, JUNE5)

VIDEC Data Engineering GmbH
As of 10/2026 (V26.10-01)

1) SCOPE

These contract terms apply to the "SecurePlus" subscription for licences of the software products acron (licensor: dataforum Software GmbH), AIP and JUNE5 distributed by VIDEC. In addition, VIDEC's General Terms and Conditions (in particular regarding liability, place of jurisdiction and applicable law) and the Licence Terms of the respective product apply; in the event of any conflict, these contract terms take precedence.

SecurePlus is offered for all new contracts, including for licences already purchased without an existing subscription. Existing Secure subscriptions continue under their terms.

Holders of a Secure subscription may switch to SecurePlus at any time with effect from the first day of a month; the requirement under Clause 2 does not apply to such a switch. The switch takes place within the existing subscription: the billing month and any current minimum term remain unchanged and no new minimum term begins; the previous billing year is deemed to be the subscription year. The difference between the Secure fee and the SecurePlus fee is charged pro rata in advance for the remainder of the current billing year.

2) REQUIREMENT

A prerequisite for conclusion is that the licence was purchased no more than six months ago. Otherwise, a licence update to the current version is required beforehand.

3) SCOPE OF SERVICES

For the licences included in the subscription, SecurePlus comprises:

- New versions: all versions of the licences included in the subscription that are released during the term, including their licensed options, for download. Not included are products, product lines, modules and options that are not covered by these licences and are licensed separately.
- Support: the handling of error reports and questions regarding the operation of the software.
- Error correction: the correction of reproducible software errors within a reasonable period, at VIDEC's discretion by means of a patch, a new version or a reasonable workaround.

Support and error correction apply to versions that have not yet reached their End of Support according to the overview published at https://videc.de/en/services/product-life-cycle/. VIDEC publishes new dates at least twelve months in advance; dates already published will not be brought forward. If error correction is not achieved within a reasonable period, the customer may reduce the fee appropriately for the period concerned or terminate the subscription for good cause; the General Terms and Conditions apply to claims for damages. For trial licences (Section 2 (8) of the Licence Terms), the subscription comprises new versions only; the initial support under Section III of the General Terms and Conditions remains unaffected. The customer's rights in respect of defects in the purchased licences and the provision of security updates in accordance with the statutory provisions remain unaffected.

4) SUPPORT HOURS AND HANDLING

Support is provided to the contact persons designated by the customer – or, where the contract is concluded via a reseller, by the end customer – and to a service provider commissioned by them (for example a system integrator, a plant engineering contractor or the reseller). The service provider shall name the end customer and the licence concerned with each request; the same scope of services applies to its requests.

Support is provided Monday to Friday, excluding public holidays in Bremen, during the hours published in the VIDEC Support & Service Guide (https://videc.de/en/legal/) and via the contact channels specified there. Errors that prevent operation are handled with priority. No specific response or resolution times are owed. The Support & Service Guide describes the procedure; claims arise exclusively from these contract terms.

5) SERVICES NOT INCLUDED

Not included are, in particular, installation and configuration, training and consulting, the connection of third-party systems, on-site assignments, the recovery of data and the correction of errors based on unapproved system environments, third-party components or changes made by the customer. An obligation to adapt the software to amended regulations or standards exists only insofar as it has been expressly agreed or is required by law.

These services may be ordered separately. If a reported error does not exist and this would have been recognisable upon reasonable examination, VIDEC may charge for the analysis effort.

In individual cases, VIDEC may provide such services free of charge, in whole or in part, as a gesture of goodwill or in special cases. This does not give rise to any entitlement, neither for future cases nor in the event of repeated provision.

6) COOPERATION BY THE CUSTOMER

The customer shall state the licence number concerned with each request. It shall report errors without undue delay and as specifically as possible, where possible with a description, system logs and affected data. Following consultation, it shall enable remote access via a secure access route approved by it; if remote access is not possible, VIDEC provides support within the scope of the other available means.

In all other respects, the obligations to cooperate under the Licence Terms apply, in particular with regard to data backup and the installation of security updates provided.

7) START, TERM AND TERMINATION

The subscription begins on the first day of the month in which it is concluded. It runs in subscription years of 12 months each from that day. The minimum term is two subscription years. Thereafter, the subscription is automatically renewed for two further subscription years in each case unless it is terminated with 3 months' notice to the end of the current subscription year.

Example: If the subscription begins on 1 July 2027, the minimum term ends on 30 June 2029. Notice of termination effective on this date must be received by 31 March 2029 at the latest. Thereafter, termination is possible every two years, with effect from 30 June of the respective year.

Notice of termination must be given in text form (for example by email to sales@videc.de) or in writing to: VIDEC Data Engineering GmbH, Contrescarpe 1, 28203 Bremen.

The right to extraordinary termination for good cause remains unaffected. Good cause for VIDEC exists in particular if the customer is more than 30 days in arrears with the annual fee and fails to pay even after a reminder setting a deadline of 14 days.

If the customer's company is sold, VIDEC will consent to the transfer of the subscription to the acquirer, provided there are no compelling reasons to the contrary.

8) FEE AND BILLING

The annual fee is 18% of the list price of the licences included in the subscription. It is invoiced in advance for each subscription year: first upon conclusion, and thereafter annually in the month in which the subscription began.

The list price applicable at the beginning of the respective subscription year is decisive. For extensions, the list price applicable at the time they were ordered applies until the end of the current subscription year.

An increase in the list price only affects subscription years beginning at least three months after notification of the increase in text form. The fee for an unchanged licence scope increases by no more than 10% compared with the previous year. If it increases by more than 5%, the customer may, notwithstanding the notice period and the minimum term, terminate the subscription with effect from the end of the current subscription year; the notice of termination must be received by VIDEC in text form before the beginning of the subscription year to which the increase applies. VIDEC will point this out in the notification.

Invoices are issued digitally, plus statutory VAT. The payment term is 14 days from the invoice date.

9) LICENCE EXTENSION

If the licence is extended, the subscription also covers the extension. The fee for the extension is charged pro rata in advance upon ordering for the remainder of the current subscription

year. From the next subscription year, it is included in the annual fee. The billing month remains unchanged. On request, further licences of the customer may be added to an existing subscription in the same way, provided they meet the requirement under Clause 2.

A reduction in the licence scope takes effect at the end of the current subscription year, but no earlier than the end of the minimum term, if it is declared in compliance with the notice period under Clause 7. Fees already paid will not be refunded pro rata.

Any increase in the licence scope is deemed an extension, for example additional workstations, users, process variables, agents, measured variables or options.

10) AMENDMENTS TO THE CONTRACT TERMS

VIDEC may amend these contract terms if there is an objective reason for doing so, in particular the technical development of the software or changed legal requirements, and the amendment is reasonable for the customer. The core services set out in Clause 3 will be maintained. VIDEC will notify amendments in text form at least three months before they take effect. They apply in each case from the next subscription year. If VIDEC amends the contract terms to the customer's disadvantage, the customer may terminate the subscription with effect from the date on which the amendment takes effect; VIDEC will point this out in the notification. A reduction of the support hours set out in the Support & Service Guide is also deemed an amendment to the contract terms.

During the minimum term, the terms agreed upon conclusion remain unchanged; amendments apply to the customer no earlier than from the first subscription year after the end of the minimum term. This does not apply to amendments that are exclusively to the customer's benefit or are mandatory by law.

Changes to the fee are governed exclusively by Clause 8 (Fee and Billing).

11) LANGUAGE VERSION

This English version is a convenience translation. In the event of any discrepancy between the English and the German version of these contract terms, the German version shall prevail.

VIDEC Data Engineering GmbH
Contrescarpe 1 · 28203 Bremen · www.videc.de