

1) SCOPE

These contract terms apply to the Term Licence, i.e. the provision for a limited period (rental) of the standard software acron (licensor: dataforum Software GmbH), AIP and JUNE5 for use on the customer's systems to the agreed extent. 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.

2) RIGHT OF USE

For the term of the contract, the customer receives the right to use the software to the agreed extent in accordance with the Licence Terms (Section 3, Term Licence). The right of use expires when the contract ends; the customer shall delete the software in accordance with the Licence Terms (Section 10) and confirm the deletion in text form within 14 days of the end of the contract. If the customer continues to use the software after the end of the contract, it owes compensation for the period of continued use in the amount of the pro rata annual fee last applicable; further claims remain unaffected. If a reseller has provided the software to an end customer, the reseller shall ensure the deletion and its confirmation by the end customer. Continued use for a limited period after the end of the contract may be agreed separately.

3) SCOPE OF SERVICES

During the term, the Term Licence comprises:

- Use: the right of use under Clause 2.
- New versions: all versions of the licences provided 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.
- Remedy of defects: the remedy of reproducible defects in the software within a reasonable period, at VIDEC's discretion by means of a patch, a new version or a reasonable workaround.

Support and remedy of defects 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. For trial licences (Section 2 (8) of the Licence Terms), the contract comprises new versions only; the initial support under Section III of the General Terms and Conditions remains unaffected. The provision of security updates in accordance with the statutory provisions remains 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 remedy of defects 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 defect 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 defects 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 contract begins on the first day of the month in which the software is made available. It runs in contract years of 12 months each from that day. The minimum term is three contract years. Thereafter, the contract is automatically renewed for a further contract year in each case unless it is terminated with 3 months' notice to the end of the current contract year.

Example: If the contract begins on 1 July 2027, the minimum term ends on 30 June 2030. Notice of termination effective on this date must be received by 31 March 2030 at the latest. Thereafter, termination is possible with effect from 30 June of each 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 contract to the acquirer, provided there are no compelling reasons to the contrary.

8) FEE AND BILLING

The annual fee is 40% of the list price of the licences provided. It is invoiced in advance for each contract year: first at the start of the contract, and thereafter annually in the month in which the contract began.

The list price applicable at the beginning of the respective contract year is decisive. For extensions, the list price applicable at the time they are made available applies until the end of the current contract year.

An increase in the list price only affects contract 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 contract with effect from the end of the current contract year; the notice of termination must be received by VIDEC in text form before the beginning of the contract 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 contract also covers the extension. The fee for the extension is charged pro rata in advance from the time it is made available for the remainder of the current contract year. From the next contract year, it is included in the annual fee. The billing month remains unchanged. Further Term Licences may be added to an existing contract in the same way.

A reduction in the licence scope takes effect at the end of the current contract 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 contract year. If VIDEC amends the contract terms to the customer's disadvantage, the customer may terminate the contract 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 contract 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) **DEFECTS**

The statutory provisions on rental apply to defects in the software, subject to the following: strict liability, irrespective of fault, for defects already existing at the time the contract is concluded (Section 536a (1), first alternative, of the German Civil Code (BGB)) is excluded unless VIDEC has fraudulently concealed the defect. The customer is not entitled to reduce the current fee by making deductions on account of a defect; its right to reclaim fees paid in excess under the provisions on unjust enrichment remains unaffected. VIDEC may also remedy defects by providing a new version; the customer shall accept it if the contractual scope of functions is maintained and the system requirements are reasonable for the customer.

The provisions of the Licence Terms on defects in the case of purchase (Section 7) do not apply to the Term Licence. In all other respects, the General Terms and Conditions apply to liability.

12) **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