

End-User Licence Agreement

This end-user licence agreement (hereinafter referred to as “EULA”) is concluded between seioTec GmbH, Hugo-John-Straße 8, 99086 Erfurt, Germany (“seioTec”) and the customer. This EULA applies to the software provided by seioTec “datAIndustry”, other seioTec software for the Siemens Industrial Edge and other seioTec software (hereinafter referred to as “Contractual Software”).

By using the Contractual Software, the customer accepts this EULA. In case the customer does not agree to the EULA, it must refrain from using the Contractual Software.

This EULA does not apply to

- installation and configuration services as well as services of software support and maintenance are not covered by this EULA.
- rights of use which may be necessary for using the Contractual Software in third-party systems interacting with the Contractual Software. Insofar as the installation package provided to the customer includes installation routines for third-party systems, the customer may be required to enter into a separate agreement with the third-party software provider. For the avoidance of doubt, such third-party systems are provided for convenience only and shall not form part of seioTec’s contractual obligations.

1 Granting of rights upon transfer of software for temporary use

1.1 Subject to complete payment of the applicable fees, seioTec grants customer the non-exclusive, non-transferable, and non-sublicensable right to use the Contractual Software for internal business purposes,

limited in time to the agreed term. The grant of rights includes the installation as well as the loading, the display and the execution of the Contractual Software.

1.2 The customer shall not be entitled to allow any third party to use the Contractual Software. In particular, it shall not be entitled to sell, loan, rent out or otherwise sublicense the Contractual Software or to publicly display the Contractual Software or make it otherwise accessible to third parties.

1.3 Should the customer use the Contractual Software to an extent exceeding the purchased rights of use in terms of quality (with regard to the type of use permitted) or quantity (with regard to the number of licences purchased) manner, then any rights of use within the scope of this end-user licence agreement and the individual agreement shall become ineffective immediately, and automatically return to seioTec. In this case, the customer must immediately and completely cease using the software, delete any copies of the contractual software installed on his/her systems, as well as delete any backup copy possibly generated or hand it over to seioTec.

2 Term and termination

2.1 This EULA is concluded for an indefinite period. It may be terminated by either party with six weeks' notice to the end of each contract year.

2.2 Furthermore, the EULA may be terminated by either party for cause without notice. seioTec shall be entitled to termination this EULA for cause, in particular where the customer infringes the rights of use of seioTec by exceeding the permitted extent according to this agreement and does not stop the infringement following a warning by seioTec within a reasonable period.

2.3 Any termination must be in writing.

2.4 In case of a termination, the customer must cease using the Contractual Software, remove any copies of the Contractual Software from its systems, and immediately return to seiTec or destroy, at the customer's sole discretion, any backup copies of the Contractual Software.

3 Warranty

3.1 seiTec warrants that the Contractual Software complies with the agreed specifications and that the customer is able to use the Contractual Software without infringement of third-party rights. The warranty does not apply to defects resulting from the Contractual Software being used in a hardware and software environment, which does not meet the requirements stated in the product description, or resulting from changes or modifications by the customer without being entitled thereto by law, by this EULA or without being individually entitled to do so by a previous written consent from seiTec. Generally, the statutory provisions with regard to warranty in rental agreements apply. Section 536b German Civil Code (knowledge of the lessee of the defect upon conclusion of the agreement or acceptance) and the Section 536c German Civil Code (defects occurring during the rental period; notice of defect by the lessee) shall apply. The application of Section 536a (1) and (2) German Civil Code shall be excluded.

3.2 The customer shall be obliged to immediately inform seiTec about defects of the Contractual Software following their detection including a detailed description of the time of occurrence of the defect and related circumstances. The customer will provide seiTec with logfiles, screenshots and, if possible, remote access to the installed Contractual

Software for analysing and rectification purposes. Notwithstanding that, seioTec shall be entitled, but not obliged, to fulfil the warranty at the customer's premises. seioTec shall also fulfil their obligation for rectification by making updates provided with an automatic installation routine available for download on their homepage and offering the customer telephone support for solving possibly occurring problems.

4 Delivery of the Software transfer and installation

- 4.1 The software is protected by means of a licence key. Using the licence key, the possibility for using plug-ins is also enabled according to the scope of the individual agreement.
- 4.2 The customer shall be entitled to generate a backup copy, if this is required for safeguarding the future use. The customer will visibly label the generated backup copy as "backup copy" as well as with a copyright notice of the manufacturer.
- 4.3 The customer shall be entitled to decompile, edit and copy the Contractual Software, insofar as this is required by law. This, however, shall only apply under the prerequisite that seioTec did not provide the customer with the information required for that upon request within a reasonable period.
- 4.4 Copyright notices, serial numbers as well as other features serving programme identification must not be removed from the contractual software or changed.

- 4.5 The Contractual Software is provided as a whole product. The customer shall not be entitled to separate the components of the contractual software.
- 4.6 The customer requires one licence per logically executed instance of the Contractual Software. This shall apply to instances directly executed on a physical hardware system as well as to virtually executed instances.
- 4.7 Any installation of the Contractual Software as a software instance requires activation by seioTec (“licencing”), in order to be fully operational. For each installation, a separate licence key is required. The customer shall receive licence keys in the number of licences ordered, comprising the ordered plug-ins according to the individual agreement. The customer enters the licence key, its name, and the system ID into the licence manager provided by seioTec. The system ID is assigned by seioTec and is required for possible later function extensions on the customer’s system.
- 4.8 Use of the Contractual Software is without limitation with regard to the number of clients, users, and connections.
- 4.9 Any specifications of the Contractual Software outlined in this EULA and/or the product description shall be considered as product description only and do not constitute a guarantee. A guarantee shall only be granted, when it has been expressly designated as such. Insofar as seioTec provides the customer with a supplementary manual on the Contractual Software, this shall not be deemed as a performance specification, but only support the customer in using the Contractual Software.

5 Liability

5.1 seioTec shall be liable according to the legal provisions:

- (a) for intent,
- (b) for damages to life, body or health based on an intentional or negligent infringement of obligations by seioTec or otherwise based on intentional or negligent behaviour of a legal representative or vicarious agent of seioTec, and
- (d) for damages other than those listed under (b) based on a grossly negligent infringement of obligations by seioTec or otherwise based on gross negligence of a representative or vicarious agent of seioTec, wherein in this case, the liability of seioTec shall be limited to compensation for the contractually typical and foreseeable damage, and the amount of liability, insofar as the customer is not a consumer, for any damages caused due to this agreement during the performance period in total, shall be limited to the total remuneration paid under this agreement, and
- (e) for negligent infringement of essential obligations by seioTec or a legal representative or vicarious agent of seioTec, wherein the liability shall be limited to compensation for the contractually typical and foreseeable damage. Essential are such obligations, the fulfilment of which makes the proper performance of the agreement possible in the first place or in the compliance with which the customer regularly trusts or may trust (cardinal duties). This in particular comprises the obligation to fault-free delivery.

- 5.2 In other cases than those listed above, liability of seioTec shall be excluded.
- 5.3 The regulations shall also be effective in favour of the business managers and employees of seioTec and shall also apply in case of precontractual or tortious liability.
- 5.4 Any claim for damages – with the exception of claims for injury to life, body and health, as well as for intentional infringement of obligations – shall become time-barred within one year, after the entitled beneficiary became aware of the damage and of the event justifying such claim, at the latest, however, within five years after the event justifying such claim. The claim shall lapse, if no action has been brought within a period of six months after written rejection of the claim and this consequence has been pointed out to the customer. The statutory provisions with respect to the statutes of limitation shall remain unaffected.
- 5.5 The right to contest the charge of contributory negligence shall remain open to seioTec. In particular, it is pointed out to the customer, that it, within the scope of its due diligence obligations, must check prior to using the Contractual Software, whether the installation of the Contractual Software could result in particular interferences with other software already installed, and must further provide for securing its data prior to the initial installation and throughout its operational use, and in case of a suspected software error must take all reasonable and additional safeguarding measures.
- 5.6 No change in the burden of proof to the disadvantage of the customer shall be connected with the preceding regulations.

6 Updates and upgrades

- 6.1 During the agreed term seioTec may provide the customer with updates and upgrades of the Contractual Software at seioTec's own discretion. Upon installation of the update or upgrade, the customer must not use the preceding version independent from the update or upgrade, separate the preceding version and/or transfer it. If no other conditions are sent by seioTec together with an update or upgrade, the provisions of this EULA shall apply. The customer may reject updates or upgrades. 30 days from publication of an update or upgrade, however, seioTec – as far as previously given – shall be obliged to support the preceding version.
- 6.2 Furthermore, further updates, upgrades und support exceeding this may be obtained by conclusion of a respective agreement with seioTec.

7 Safeguard measures, audit right

- 7.1 The customer will use suitable measures to prevent access to the Contractual Software and any licence keys by unauthorised third parties. In particular, any copies of the Contractual Software as well as the access data must be stored in a protected place.
- 7.2 The customer will enable seioTec, at its request, to verify whether the customer uses the Contractual Software as authorized by this EULA. The customer will provide seioTec with information, allow an inspection of relevant documents and records, as well as enable an examination of its hardware and software environment by seioTec or an auditing company designated by seioTec and acceptable for the customer. seioTec may perform the examination at the premises of the customer during regular business hours or have it performed by third parties obliged to maintain confidentiality. seioTec will observe that the business operation of the customer is disturbed as little as possible by its activities on site. Should the examination indicate any non-

contractual use, then the customer shall bear the costs of the examination, otherwise the costs shall be borne by seioTec.

8 Data protection

For data processing by seioTec, the notes on data processing accessible under

<https://www.seiotec.com/agb>

(Privacy Policy) apply.

9 Miscellaneous

9.1 The customer may transfer rights, obligations, and claims from or in conjunction with this agreement to third parties after written consent from seioTec only.

9.2 General terms and conditions of the customer shall not apply.

9.3 The parties are aware that the Contractual Software may be subject to export and import restrictions. In particular, authorisation requirements may exist, or the use of the Contractual Software or technologies associated therewith, resp., may be subject to restrictions abroad. Contract fulfilment by seioTec shall be subject to the fulfilment not being in conflict with obstacles due to national and international provisions of export and import law as well as other legal provisions.

9.4 Customer agrees to comply fully with all applicable national and international export and re-export control regulations including, but not limited to, those of the Federal Republic of Germany, of the European Union, of the United States of America and regulations of any other country or jurisdiction which may apply (the "Export Laws"), including in particular the U.S. Export Administration Regulations, as well as end-user, end- use and destination restrictions issued by U.S. and other

governments. In particular, but not in limitation of the foregoing, Customer must assure that the Contractual Software and any derivatives thereof are not: (i) downloaded, exported, re-exported (including any "deemed export"), or transferred, directly or indirectly, contrary to any applicable economic sanction or Export Law, or (ii) used for any purpose prohibited by the Export Laws or (iii) delivered to persons/entities otherwise ineligible to acquire, license or use the Contractual Software. seiTec reserves the right to conduct the necessary Export Law checks and, upon request, the Customer shall promptly provide seiTec with the necessary information to fulfill its legal obligations.

- 9.5 Collateral agreements were not concluded. All agreements entered into between the parties for the purpose of executing this EULA are laid down in this EULA and the individual agreement. Collateral agreements, additions, or changes must be made in writing. This shall also apply insofar as the requirement for the written form is to be modified. Any communication with regard to this EULA must be in writing.
- 9.6 Rights and obligations from this EULA shall not be affected by transformation or restructuring, resp., of the operational organisation of the parties, even though these result in outsourcing of business units or in the creation of new legal personalities.
- 9.7 German law, under exclusion of the German law of conflict and the United Nations Convention on Contracts for the International Sale of Goods (CISG), must be applied to this EULA.
- 9.8 The place of fulfilment is Erfurt (Germany). The exclusive place of jurisdiction for any disputes resulting from or in conjunction with the execution of this EULA is Erfurt (Germany).

9.9 Failure to enforce a provision of this EULA shall not be considered as a waiver of this provision.

9.10 Should a provision of this EULA be ineffective or become inexecutable, the remaining provisions shall remain unaffected. Within reasonable bounds, the parties shall be obliged in good faith to replace this ineffective provision with an admissible regulation equalling its economic success, insofar as thereby no substantial change to the contents of this EULA is induced.

9.11 Any appendices to this EULA shall form integral part of this EULA.

Appendix 1 – Product description

datAIndustry

1. Purposes of use

Product Description see: <https://www.seiotec.com/dataindustry/>

2. Operating conditions (hard- and software requirements)

The system requirements (hard- and software requirements) for installation and operation of the contractual software result from the manual, which may be downloaded under [<https://www.seiotec.com/dataindustry/>].

For installation and operation of the contractual software, the following components from third-party providers, among other things, are required, for which the customer may have to purchase further rights of use: see datAIndustry HW specification

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