

General terms and conditions of service for all modules of the easyConnect platform

1. Modular platform concept and contracting parties

Thank you for choosing Weidmüller's IIoT service platform easyConnect (hereinafter and in data sheets/service specifications also: "you", "customer", "client" or "AG").

The easyConnect platform (hereinafter and in data sheets/service specifications also: "platform", "IIoT platform", or "easyConnect") consists of various IIoT service modules. These terms and conditions apply generally to all service modules. The additional services of the individual modules are each additionally described in data sheets/service certificates. When selecting different modules, it is often also possible to select different service levels (e.g. "Basic", "Standard" or "Premium") within these modules.

The individual services are provided on the platform by Weidmüller Interface GmbH & Co.KG, Klingenbergstrasse 26, 32758 Detmold, Germany (hereinafter and in data sheets/service specifications also: "We", "WM", "Contractor" or "AN").

2. Subject matter of the contract and services

The Contractor undertakes to provide the services of the modules compiled in each case in accordance with these Terms and Conditions and the data sheets/service specifications belonging to the modules. Insofar as different service levels are provided for in a module, the Contractor shall be obliged to provide the services at the service level which you have selected. The occurrence of a success is only owed if this is expressly agreed in writing with a concrete description of the success.

You are obliged to fulfil the payment and cooperation obligations.

3. Validity of the contract, scope of application

3.1. Entry into force: This SLA comes into force when concluded via the Internet with the first use after clicking on the agreement of the corresponding conditions.

In individual cases, an individual contract may also be concluded - in writing - which incorporates these conditions and the service vouchers and regulates the entry into force of the agreement differently.

3.2. Contract period/duration: The performance obligations shall apply for the period specified in the data sheet/service specifications. If, exceptionally, nothing is stipulated in the data sheets/service specifications, the performance obligations shall apply for a period of 12 months from the effective date until the end of the respective 12th month.

The duration shall be automatically extended by a further contractual period in each case unless the module is terminated 1 month before the expiry of the respective contractual period.

3.4. Co-applicable and additional documents: The provisions of these terms and conditions relate to the services of the easyConnect platform and its modules.

Insofar as WM additionally provides the customer with software for use and nothing to the contrary has been agreed in writing, only the latest version of Weidmüller's General Terms and Conditions of Use for Software shall apply to such use.

Insofar as the customer additionally acquires hardware from WM and nothing to the contrary has been agreed in writing, the General Terms and Conditions for the Supply of Products and Services of

the Electrical Industry of the ZVEI ("Green Terms and Conditions") shall apply exclusively in their most recent version.

For services of u-link® products, the u-link® General Terms and Conditions of Use shall apply in their latest version.

3.5. The customer's general terms and conditions are expressly excluded. This also applies if reference is made to them in commercial or other documents, e.g., order confirmations.

4. Important definitions

For the purpose of these conditions, the following terms are defined for the subject matter "Availability":

Downtime means the period of time, aggregated for the period of one year, during which the System is unplanned unavailable if the Contractor is solely responsible for it. Downtime does not include:

- Periods of agreed maintenance work (maintenance windows).
- Periods caused by the Client or the participating companies during which the system is unavailable, e.g., due to faulty use, non-observance of the duty to cooperate or even sabotage of the system
- computer viruses or hacker attacks which lead to failure despite the agreed protective measures
- failures caused by third parties
- unavailability due to events of force majeure

The burden of proof for downtimes shall be incumbent on the Client.

Serviced operation refers to periods of time during which malfunctions are analysed and solutions are worked out for them and introduced into the system. Unless otherwise stipulated in the service specifications, the serviced operation shall take place on a regular basis: Mondays to Fridays outside public holidays in North Rhine-Westphalia during business hours between 9:00 and 16:45 CET.

Provision time means the aggregated period of 24 hours per day for the period of one year less maintenance windows and less the times when the System is unavailable on an unscheduled basis, unless it is downtime.

Users are employees of the Client whom the Contractor registers for the Platform. The number of users that can be registered depends on the selected variant of the service modules. The processing of enquiries and the exchange of information within the framework of the service modules is reserved for the registered users and the named contact persons. Users within the scope of this SLA are not the employees of the companies registered in the Industrial IIoT Platform.

Framework Agreement means the agreement overriding these Terms and Conditions.

Response time means the period between the time of receipt of the notification from the Client and the time from which an employee of the Contractor begins to process the fault notified by the Client.

Severity levels are used to differentiate between malfunctions or the underlying errors in relation to the extent of the impairments for the AG. At the same time, this categorises the measures planned for fault management.

Severity 1 classifies critical errors with serious effects on service use. The operational processes of the participating companies are no longer supported by the service, or hardly supported at all, and there is no workaround to remedy the error:

- The service is completely down or unavailable.
- Essential data is corrupted or the application can no longer access it.

Severity 2 classifies serious errors where a large part of the functions are affected or the performance deteriorates significantly. The operational processes of the participating companies are significantly restricted as a result and there is no reasonable workaround to correct the error:

- The service is functional, but can hardly be used productively due to significant performance degradation.
- Important functions are not available and there is no acceptable workaround. However, limited operation is possible.

Severity 3 classifies minor faults where service use is partially impaired. This has a moderate to minor impact on participating businesses, but operations can be maintained. There is a short-term, non-scalable workaround.

Service Level Agreement or "SLA" means the service contract entered into in accordance with these Terms.

Incident means an impairment of the service provided, such as a failure, error in performance or a reduction in the agreed quality.

Incident Management means the handling of Incidents.

Transfer Point means an Internet node of the data centre used.

Availability means that the Client can use the essential functions of the Service at the Delivery Point within an agreed period of time. Availability is expressed as a percentage and is calculated as follows:

Availability = (Provisioning Time - Failure Time) / Provisioning Time x 100

$$\text{Availability} = \frac{\text{Provisioning Time} - \text{Failure Time}}{\text{Provisioning Time}} \times 100$$

Maintenance work is all work to ensure the provision of the service, in particular to eliminate faults, restore data, work to change functions of the service, safety-relevant measures.

Maintenance windows are periods agreed between the Client and the Contractor to carry out maintenance work. The Contractor shall have the right to carry out maintenance work outside maintenance windows if this prevents greater damage and there is imminent danger. In this case, the Client shall be informed immediately. Maintenance windows shall generally be announced with a lead time of 14 working days within the company, unless otherwise regulated by a data sheet/service certificate.

5. Services of the contractor

The Contractor's services are regulated in detail in the data sheets/service specifications. These terms and conditions for the easyConnect platform only set out some basic requirements below:

5.1 Geographical coverage of online services / data blocks / export control: Online services, in particular the operation of platforms and the services associated with them, only extend to the regions for which they are designated. Countries or regions for which no data access or only limited data access from Europe is possible (e.g., data blocks, only government-authorized data channels permitted) are excluded from the provision of the services. This applies at the time of conclusion of the service contract, in particular for the People's Republic of China, Russia, Iran.

In the event of a change in the legal situation in a country, the Contractor reserves the right to exclude this country from the geographical coverage of the Services if the change results in access from Europe being (more) restricted or prevented.

If necessary, special service certificates can be agreed between the Contractor and the Client for certain countries, which take into account the special features applicable there and the restricted service profile resulting from this, if applicable.

The Contractor reserves the right to exclude certain services which fall under applicable rules of the provisions of export control from the provision of services. In the event of a changing assessment of the legal situation, this shall also apply to restrictions after conclusion of the contract.

5.2 Performance by third parties: Services may also be provided by service providers of the Contractor.

5.3 Availability and response times: The Contractor shall provide the Client with a telephone number and e-mail address at which the Contractor can be reached in its country and time zone. This information is available at: support.weidmueller.com.

The response times shall be regulated in the corresponding service certificate Support or Technical Operations.

5.4 Registrable Users: The number of users in a tenant is initially unlimited. However, performance certificates for individual modules in easyConnect can limit the number of users within a tenant who can access the licensed module.

6. Prices, terms of payment

6.1 Payment obligations: The Customer undertakes to pay the remuneration shown for the respective module and the selected variant.

6.2 Pricing systems for Digital and IIoT Services: The price list valid at the time of conclusion of the contract or the corresponding service specifications shall be decisive for the calculation of the remuneration.

Further details are set out in the service specifications describing the service.

6.3 Price adjustments: The Contractor reserves the right to pass on to the Client price changes for software services from third parties (e.g. Microsoft Azure Services).

6.4 Terms of payment: Unless otherwise expressly agreed in writing, the following shall apply:

- The prices stated in the valid price list or the service specifications are to be understood as net prices.
- The Contractor's invoices shall be payable within 10 days of the invoice date.
- The Client may not offset payment claims arising from the SLA against alleged or other claims.

6.5 Non-payment: In the event of payment arrears, WM is entitled to block the customer's access to the platform and the services after unsuccessful reminder with setting of a deadline and after expiry of a reasonable period of time.

7. Cooperation obligations of the client

The customer shall fulfil duties and obligations as are required to give the agreement effect. Namely, the following applies:

7.1 Responsibility for updates: The customer shall be responsible for the installation of necessary updates of firmware as well as of the IIoT application of the IIoT devices, if they are within his area of disposal. If necessary, the Customer shall provide the qualified personnel, corresponding processes and the necessary documentation.

7.2 Support for configuration adjustments: If an adjustment of the IIoT device configuration (firmware update, change of communication parameters, device exchange, etc.) is necessary on site for the restoration of operation, this shall be carried out by the user (CL).

7.3 Error description and accessibility: In the event of an error message, the Client must provide the Client with the best possible error description and thus support the quickest possible elimination of the error. In doing so, he must provide a contact address (e-mail or telephone number) at which the Client can be reached for queries or for cooperation.

7.5 Access: The customer is obliged to immediately block access for persons who are no longer employees of one of the participating companies. The customer will take all steps required to prevent any unauthorised use of the application. In the event the customer allows access to the application to any companies affiliated with customer or to authorised third parties, customer shall extend and subcontract the same duties and obligations to such affiliated companies and/or third parties. The customer shall be liable for any companies affiliated to customers or authorized third parties.

7.7 Responsibility for data and content: The customer alone is responsible for the operational data (e.g., registered companies, employees, machines, etc.) brought into the IIoT Platform.

7.8 Third party rights: The Customer confirms and is responsible for ensuring that (e.g., when transmitting texts/data of third parties) he observes all third-party rights to material used by him and that no unauthorised data and information, e.g. trade secrets of third parties, are contained in the platforms and applications.

7.9 Illegal Content: The Customer shall be liable for ensuring that the Application is not used for purposes that violate the law or official regulations or requirements or that corresponding data is created and/or stored on the server or in the cloud. In particular, the application may not be used for criminal, terrorist or pornographic purposes. Applicable export control regulations shall be complied with by the customer. The customer shall not use the exchange of electronic messages possible within the framework of the contractual relationship and/or using the applications in an immoral or abusive manner, in particular for the unsolicited sending of messages and information to third parties for advertising purposes. WM reserves the right to immediately stop the use of the application in the event of justified suspicion of such violations and without any liability for damages on the part of WM.

7.10 Personal data: The Customer shall check whether applications may contain personal data. If necessary, the Customer shall contact WM in order to comply with its data protection obligations by concluding a contract for commissioned data processing in accordance with the applicable

provisions (cf. in particular the national provisions outside the EU comparable to Article 28 of the EU General Data Protection Regulation "DSGVO"). WM will be happy to propose sample contracts for this purpose upon request. The Customer shall obtain any necessary data protection consents from the respective data subjects, insofar as the Customer collects, processes or otherwise uses personal data when using the application and no statutory permissions apply.

7.11 Responsibility for communication: The Customer is responsible for any communication with users of the IIoT Platform who are not users within the meaning of the relevant service certificate (see definition "User").

7.12 Identification Data: The Customer shall keep the identification data assigned to him or to the Users secret, protect them from access by unauthorised third parties and not disclose them to unauthorised persons. This data shall be protected by necessary measures. The Customer shall inform WM immediately if there is any suspicion that identification data may have become known to unauthorised persons.

7.13 Virus protection: Insofar as the Customer provides data, the following applies: The Customer shall check data and information for viruses before sending them to WM and use state-of-the-art virus protection programs and anti-spyware.

7.14 Rights of use: The customer shall comply with the restrictions/obligations with regard to the rights of use in accordance with sections [7.07 to 7.10] and, if applicable, in accordance with the Software Usage Agreement, in particular he shall not retrieve or allow the retrieval of any information or data without authorisation or interfere with or allow interference with programs operated by WM or penetrate WM's data networks without authorisation or promote such penetration. The Customer shall indemnify WM against claims by third parties based on the Customer's unlawful use of any access software and/or the Application or arising from data protection, copyright or other legal disputes caused by the Customer and related to the use of any access software and/or the Application.

7.15 Notification of defects: The Customer shall immediately notify WM of any defects in contractual services. If the customer fails to provide timely notification for reasons for which he is responsible, this constitutes contributory causation or contributory negligence. If WM was unable to remedy the situation as a result of the omission or delay in notification, the customer is not entitled to reduce the remuneration/fee for the contract in whole or in part, to demand compensation for the damage caused by the defect, or to terminate the contract extraordinarily without notice due to the defect. The customer must demonstrate that he is not responsible for the failure to notify.

8. Changes to system requirements

8.1 The Contractor shall be entitled - but not obliged - to make updates or changes to the system requirements at regular intervals in order to improve functionality.

8.2 If and to the extent that the provision of a new version or a change in functionalities entails changes in the supported work processes of the Customer and/or restrictions in the usability of previously generated data, the Contractor shall inform the Customer of this in advance.

Other General Terms and Conditions of Contract

9. Non-fulfilment of performance obligations, warranty

9.1 Insofar as and as long as a module in the selected variant is free of charge for the customer, the warranty with regard to the free services is excluded.

9.2 WM warrants that the services in the applications do not contain any defects that nullify or diminish the value or suitability for normal use or use as stipulated in the agreement, and that the functionalities confirmed or agreed in writing by WM to the Customer are essentially fulfilled ("defect"). The warranty does not extend to such damage and/or malfunctions caused by the Customer's breach of any provisions of these Terms and Conditions.

9.3 WM does not guarantee that the applications meet the Customer's needs, of which the Customer must satisfy himself in advance. The Customer is aware that the provision of a completely error-free system consisting of platform and services is not possible due to the complexity of such systems, and that no completely uninterrupted provision of the platform and services can be guaranteed. Accordingly, neither is contractually owed.

9.4 If WM does not fulfil the agreed obligations in whole or in part after the initial, operational general provision of the application, the remuneration/fee shall be reduced proportionately for the time during which the application was not available to the Customer to the agreed extent. Ongoing remuneration/fees shall only be incurred for uses that were actually carried out using the application despite the restriction or discontinuation of some services. If WM is responsible for this non-performance, the Customer may also claim damages in accordance with this agreement.

9.5 If use of an application cannot be restored after WM has become aware of the defect, the Customer may extraordinarily terminate the contractual relationship with regard to the use of the affected application without notice, irrespective of the reason for the non-performance, but not if it is exclusively a case of force majeure.

9.6 If the Customer violates the provisions in sections [7.8 and 7.9], WM may block the Customer's access to the application after prior written notification to the Customer if the violation can be remedied.

9.7 If the customer unlawfully violates section [7.9], WM is entitled to delete the affected data. In the event of an unlawful violation by affiliated companies or third parties who have obtained access with the consent of the customer, the customer shall immediately provide WM with all information required to assert claims against the user, in particular the name and address of the user, upon request. WM's own actions against such third parties do not affect the customer's own liability for the conduct of the affiliated companies or other third parties.

9.8 If the customer continues to violate or repeatedly violates the provisions of sections [7.8, 7.9 and 7.14] despite a written warning from WM, WM may terminate the agreement without notice.

9.9 The customer shall indemnify WM against all claims by third parties resulting from a breach of the obligation under sections [7.8 and 7.10] and hereby indemnifies WM.

9.10 If the customer is responsible for a breach of duty, WM may claim compensation for the damage incurred by WM as a result in accordance with this agreement.

10. Liability for third-party rights

10.1 WM shall inform the Customer of third-party rights and of any resulting impairment of the provision of agreed services promptly after becoming aware of them.

10.2 If and to the extent that the rights of third parties impair the customer's use of the application, the customer is not obliged to pay any remuneration.

10.3 If WM does not have or no longer has the rights that WM needs to properly fulfil the agreement, in particular the necessary rights to use the application, and if the application can

therefore no longer be used, WM shall immediately procure the right to continue using the application for the customer at its own expense or modify the application in a manner that is reasonable for the customer in such a way that an infringement of third-party rights no longer exists. If WM is unable to fulfil these obligations on commercially reasonable terms or within a reasonable period of time, both parties are entitled to extraordinary termination without notice.

10.4 WM is not liable for an infringement of the rights of third parties that is based on the conduct of the customer. This applies in particular if an infringement results from a violation of the rights of use granted under this agreement or in the General Terms of Use for Software. In this case, the Customer shall indemnify WM against all third-party claims.

11. Liability and limits of liability

11.1 In the event of intent or gross negligence, the parties shall be liable to each other without limitation for all damage caused by them or their legal representatives or vicarious agents. In the event of slight negligence, the contracting parties shall only be liable without limitation in the event of injury to life, body or health.

11.2 Otherwise, WM shall only be liable if WM has breached a contractual obligation, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In these cases, liability is limited to compensation for the foreseeable, typically occurring damage. Any further liability is excluded. § Section 536 a of the German Civil Code (BGB) shall not apply; Clause [11.1] shall remain unaffected.

11.3 Liability for indirect and consequential damages, in particular for damages in the event of business interruptions and lost profits, is excluded.

11.4 If and insofar as WM assumes the "storage" and "backup" services vis-à-vis the Customer in a service agreement or otherwise in writing, the following applies: Within the scope of the aforementioned provisions, WM shall only be liable in the event of data loss for the amount of damage that would have been incurred even if the data had been backed up in accordance with the contract, properly and regularly, and in a manner commensurate with the significance of the data. The liability for loss of data shall be limited to the typical restoration costs which would have been incurred if back-up copies had been made in accordance with the contract or otherwise regularly and in a manner appropriate to the risks. Unless otherwise agreed in writing, the parties agree that a daily data backup is usually appropriate and sufficient. Insofar as a cloud platform of the company Microsoft ("Azure") is provided and storage and backup services are rendered by Azure, the terms and conditions of these companies shall be deemed agreed in this respect.

11.5 The above provisions shall also apply mutatis mutandis to WM's liability with regard to the reimbursement of futile expenses.

11.6 Liability under claims in connection with the EU Product Liability Regulation (e.g., the German Product Liability Act or other national implementing laws), where applicable, remains unaffected.

12 Data security, data protection

12.1 The contracting parties shall observe the applicable provisions of data protection law and shall oblige their employees deployed in connection with the contract and its performance to observe the principles of data secrecy, insofar as they are not already generally obliged to do so.

12.2 The Customer shall check on its own behalf whether its application data contain personal data and whether this personal data is to be collected, processed or used by WM in particular, e.g., in the form of additional services on behalf of the Customer. If this is the case, the Customer shall

approach WM in order to conclude a commissioned data processing agreement with WM pursuant to Article 28 of the GDPR ("ADV"). WM may also offer the Customer a standard ADV for this purpose in order to simplify compliance with the European data protection regulations for the Customer. With regard to the use of cloud platforms of non-EU countries that are not subject to so-called "safe harbour" rules, it may be necessary for the customer to obtain consent for the processing and storage of personal data.

13. Confidentiality

WM and the Customer shall maintain confidentiality with regard to all information to be treated confidentially that has come to their knowledge within the scope of this contractual relationship or shall only use such information vis-à-vis third parties - for whatever purpose - with the prior written consent of the respective other contractual party. The above obligations shall not apply to such information or parts thereof for which the receiving contracting party proves that (1) it was aware of or generally accessible to it prior to the date of receipt; (2) it was known to or generally accessible to the public prior to the date of receipt; (3) it became known to or generally accessible to the public after the date of receipt, without the information-receiving contracting party being responsible for this.

14. provisions on the term and termination

14.1 The contractual relationship shall become effective upon conclusion of the contract in accordance with clause 3. The provision of the services takes place after successful registration in the application. The chargeable services shall be made available within one working day after the activation code has been entered.

14.2 The contract term and any contract term extensions are determined in accordance with section 3.

WM may terminate the services after the end of the contract term. After termination of the services - if necessary after written notice - WM may delete the account and the associated data.

14.3 Extraordinary termination due to or in connection with a breach of duty is possible after a prior written warning with a reasonable deadline of no less than three (3) working days.

14.4 Furthermore, each contracting party is entitled to terminate this contract insofar as this contract expressly provides for a right of termination at other points.

15. Obligations after termination of the contract

The Customer shall be responsible for the backup and storage of its data after termination of the Agreement. WM is entitled to delete the Customer's data after termination of the contractual relationship, in particular if the Customer no longer uses the application and does not respond to WM's request for confirmation of the discontinuation of all services and deletion of all data for a reasonable period of time. WM shall give the customer reasonable notice of the deletion.

16. Force majeure

Neither of the parties shall be obliged to fulfil their contractual obligations in the event of and for the duration of force majeure. In particular, the following circumstances shall be considered as force majeure in this sense: (1) failure of telecommunication systems or power systems; (2) fire/explosion/flood for which the Contracting Party is not responsible; (3) war, mutiny, blockade, embargo; (4) industrial dispute lasting more than 6 weeks and not culpably caused by the Contracting Party; (5) technical problems of the Internet or telecommunication transmission beyond

the control of a Contracting Party. Each contracting party shall immediately notify the other in writing of the occurrence of a case of force majeure.

17. Final provisions

17.1 The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

17.2 Documents relating to the selected service modules and their selected variants form an integral part of this service contract in their currently valid version.

17.3 Amendments or supplements to this contract and the appendices must be made in writing to be effective. This also applies to the waiver of the written form requirement.

17.4 Should individual provisions of this contract prove to be invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision which comes closest in economic terms to the intention of the contracting parties existing or to be assumed at the time of conclusion of the contract. The same shall apply in the event of a loophole.

17.5 For all disputes arising from or in connection with this contract, the exclusive jurisdiction of the Regional Court of Detmold, Germany is agreed, unless the law mandatorily orders another place of jurisdiction.

Detmold, Germany, 1.1.2022