

Contributor Terms

Phoenix Contact operates the PLCnext Store, which is part of a self-scaling technical ecosystem for Phoenix Contact's industrial control systems equipped with the open automation platform "PLCnext Technology" (*PLCnext Controls*). Via the PLCnext Store, Phoenix Contact as well as third-party Contributors (*Contributor*) can distribute ready-made software applications (*Apps*) which can be used by Customers to functionally extend their PLCnext Controls. The PLCnext Store is a sales channel for Phoenix Contact, software providers, and programmers and allows Phoenix Contact as well as third party contributors (*Contributor*) the access to new digital business and profitability models.

The following terms and conditions apply to the use of the PLCnext Store by Contributors in order to distribute Contributor Apps to Customers through the PLCnext Store.

1 DEFINITIONS

Capitalized terms used in the Agreement have the meaning ascribed to them below:

"Affiliate"	means a corporation, company, or other entity, now or in the future, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with another entity. For purposes of this definition, "control" of a corporation, company, or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether through: (i) holding more than half of the voting rights; or (ii) the right to appoint or recall more than half of the members of the administrative, management or supervisory body or of the bodies appointed for legal representation; or (iii) the right to conduct the business of the entity; or (iv) viewed economically, bearing the majority of the risks and opportunities of an entity which serves to achieve a narrowly limited and precisely defined objective of Phoenix Contact (special purpose company). With respect to Phoenix Contact, "Affiliates" also include the commercial agents associated the respective Phoenix Contact Affiliate. Affiliates of Phoenix Contact are no third parties within the meaning of these Contributor Terms.
"Agreement"	means the Agreement between Phoenix Contact and the Contributor incorporating these Contributor Terms and all documents referenced herein.
"API"	means application programming interface.
"App"	means a software application, including functionality add-ons, designed for use with PLCnext controls, including any corresponding documentation (as distributed by the licensor), distributed to the Customer through the PLCnext Store. This includes the enabling of additional functions via in-app transactions.
"App Distribution Process"	means the process for distribution of Apps and payment collection available under https://www.plcnextstore.com/guideline or otherwise provided by Phoenix Contact.
"App License"	means a license that a Contributor grants to a Customer under a corresponding Customer Agreement to use a Contributor App against payment of License Charges.
"App Sale Information Form"	means the template available under https://www.plcnextstore.com/guideline or otherwise provided by Phoenix Contact to be used by the Contributor for the notification of new Customer Agreements or relevant amendments to Customer Agreements as per Section 6.15.
"Business Day"	means a Monday through Friday, except for public holidays observed throughout the State of North Rhine-Westphalia, Germany.an

“Commission”	means the share of the gross amount of all Customer Receivables that Phoenix Contact is entitled to in consideration of the PLCnext Contributor Services.
“Compliance Standards”	means the following requirements: Contributor Apps and Distribution Content: (i) comply with the applicable laws; and (ii) can be used by Phoenix Contact and Phoenix Contact business contributors as permitted under the Agreement and by Customers as permitted under the applicable Customer Agreements without violating applicable laws or the intellectual property rights, trade secrets, or other rights of any third party, or restrictions towards third parties, such as confidentiality obligations.
“Confidential Information”	means any information shared by Phoenix Contact or any of its Affiliates with the Contributor under or in connection with the PLCnext Store Agreement and which is – when disclosed – identified as “Confidential” or consists of information that, by its nature or context, is sufficient to put the Customer on notice of its confidential nature. Any information and materials obtained by the Contributor in connection with the Agreement and the Contributor’s receipt of PLCnext Contributor Services thereunder, including but not limited to the PLCnext Store and its underlying technology, information regarding Phoenix Contact’s, its Affiliates’ and business partners’ business strategies and practices, methodologies, trade secrets, know how, pricing, technology, software, APIs, product plans, services, client lists, and information regarding employees, clients, vendors, consultants and Affiliates, are deemed to be Phoenix Contact’s Confidential Information.
“Contributor”	means the person or entity (which may also be a Phoenix Contact Affiliate) distributing Apps through the PLCnext Store that has entered into the Agreement with us.
“Contributor App”	means an App distributed through the PLCnext Store in the name of the Contributor (which may also be a Phoenix Contact Affiliate), including Updates.
“Customer”	means a customer using one or more Contributor Apps under one or more Customer Agreements.
“Customer Agreement”	means a contract on the use of a Contributor App concluded between the Contributor and a Customer.
“Customer Data”	means all electronic data or information stored, processed or transmitted in or through the PLCnext Store and/or any App by Contributor’s authorized users (e.g., its Customers).
“Customer Receivables”	means, collectively, all obligations of Customers to pay License Charges to the Contributor.
“Distribution Content”	means the documents, information, data and other content provided by the Contributor along with a Contributor App for the distribution of the Contributor App through the PLCnext Store, provided that the Contributor App itself is not part of the Distribution Content.
“Documentation”	means the documentation made available to the Contributor by Phoenix Contact as part of or in connection with the PLCnext Contributor Services.
“Force Majeure”	means any event caused by circumstances beyond the respective Party’s reasonable control, including, but not limited, acts of God, earthquake, fire, flood, embargo, riot, sabotage, attacks on IT systems by third parties (e.g., hacker attacks), labor shortage or dispute, acts or omissions of civil or military authorities (in particular, but not limited to currency restrictions, suspension or withdrawal of import or export permits), war, acts of sabotage or terrorism, even if these circumstances occur with a supplier, vicarious agent (<i>Erfüllungsgelhilfe</i>) or an Affiliate.

“Free-of-Charge License”	means a license of a Customer to use a Contributor App free of charge.
“License Charges”	means all charges, if any, agreed between Customers and the Contributor under Customer Agreements for Customers’ use of Contributor Apps.
“Modified Materials”	means derivative works or materials created by or for you that are derived from, based upon or incorporate any portion of the Phoenix Contact Licensed Material licensed to the Contributor under the Agreement.
“Other Contributor”	means any person or entity distributing Apps through the PLCnext Store without being party to the Agreement.
“Other Contributor App”	means an App distributed through the PLCnext Store in the name of an other Party.
“Parties”	means Phoenix Contact and the Contributor, collectively.
“Party”	means Phoenix Contact or the Contributor, as applicable.
“Phoenix Contact”	means Phoenix Contact GmbH & Co. KG.
“Phoenix Contact App”	means an App distributed through the PLCnext Store by and in the name of Phoenix Contact.
“Phoenix Contact Licensed Material”	means all SDKs, Documentation, documents, sample code, scripts, libraries, technology, distributables, and other material or information made available to the Contributor by Phoenix Contact as part of or in connection with the PLCnext Contributor Services.
“PLCnext Contributor Services”	means the services specified in the Agreement provided by or on behalf of Phoenix Contact to a Contributor, including without limitation any Phoenix Contact Licensed Material and the access to the PLCnext Store for the purpose described hereinafter.
“PLCnext Store”	means the PLCnext online store for Apps operated by Phoenix Contact.
“PLCnext Store Agreement”	means the agreement between Phoenix Contact and a Customer on the Customer’s access to the PLCnext Store.
“Recipient”	means a Party receiving access to Confidential Information of the other Party.
“Registration”	means Contributor’s online application for access to the PLCnext Contributor Services under the terms of the Agreement and Phoenix Contact’s acceptance of such application.
“Requirements”	means the technical requirements for Contributor Apps available under https://www.plcnextstore.com/guideline and / or the Documentation otherwise provided by Phoenix Contact.
“SDK”	stands for software development kit and means a set of program libraries and programming tools for software development, including corresponding Documentation, provided by Phoenix Contact enabling the Contributor to create Modified Materials, and, based on that, Contributor Apps to be distributed through the PLCnext Store.
“Security Standards”	means the following requirements: Contributor Apps and any Distribution Content will <u>not</u> : (i) constitute a threat to the security or functionality of the PLCnext Store or the PLCnext Contributor Services; (ii) adversely impact Phoenix Contact, Phoenix Contact Affiliates, Customers, or any third party, in particular, without limitation, not present any risk of personal injury; (iii) contain viruses, Trojan horses, or other programs that may damage software; and (iv) contains unsigned software or software from an undefined source.

“Suspension”	means the suspension of: (i) a Contributor’s access to the PLCnext Store, if applicable; (ii) the provision of PLCnext Contributor Services, including services in relation to Customers; and/or (iii) the granting of rights under the Agreement, in whole or in part.
“Taxes”	means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, federal or foreign jurisdiction.
“Update”	means an updated or amended version of a Contributor App.
“Update of Terms”	means an update of or modification to the terms of the Agreement, including any documents referenced therein in accordance with 18.1. Changes to Requirements, the App Distribution Process pursuant to 6.3 and updates of templates pursuant to Section 18.2 will not constitute an Update of Terms.
“Updated Terms”	means the updated or modified terms of the Agreement due to an Update of Terms.
“Us”, “we”, “our”	means Phoenix Contact in its capacity as a Party to the Agreement.
“You”, “you”, “your”	means the Contributor in its capacity as a Party to the Agreement.

2 SUBJECT MATTER AND SCOPE

- 2.1 The Agreement is concluded between you and us by a successful Registration in accordance with the designated Registration procedure. These Contributor Terms, together with all documents referenced therein, each as amended from time to time, are incorporated into the Agreement.
- 2.2 The PLCnext Contributor Services are aimed only at natural and/or legal persons or partnerships and use the PLCnext Contributor Services in exercise of their commercial or self-employed professional activities (entrepreneurs).
- 2.3 Notwithstanding Section 2.2, in the course of the Registration process for the PLCnext Contributor Services, we will ask the respective natural person to state whether it is acting: (a) in its own name and for the own account of its own business (e.g. as proprietor); or (b) as duly authorized representative in the name and on behalf of a certain legal entity. In case of (a), the Agreement is concluded between us and the respective person. In case of (b): (i) the Agreement is concluded between us and the legal entity that is represented by the respective natural person; and (ii) upon Registration, the registering natural person warrants that he/she is authorized to conclude the Agreement on behalf of the legal entity that he/she represents according to the information provided in the course of the Registration process.
- 2.4 We may, in our sole discretion, accept or reject any application for Registration. For certain transactions, the acceptance of Registration depends, *inter alia*, on the receipt of a value added tax identification number of a member state of the European Union as well as its verification of validity by us. Outside the European Union, proof of entrepreneurial activity is provided in accordance with the specifications of the payment service provider in the registration process.
- 2.5 The Agreement governs your use of the PLCnext Contributor Services in consideration of your obligation to pay Phoenix Contact the applicable Commission provided that you charge your Customers License Charges.
- 2.6 PLCnext Contributor Services exclude: (i) any hardware and/or software necessary to use the PLCnext Contributor Services; (ii) the transmission of Phoenix Contact Licensed Material and any other data to and from the WAN exit of the data center on which the respective PLCnext Contributor Services are provided; and (iii) any external websites (including embedded widgets or other means

of access) linked to or in the PLCnext Store. You shall be solely responsible for securing and maintaining suitable hardware and software and an internet connection at your own expense.

- 2.7 The PLCnext Contributor Services may contain third-party software, including open source software, which may be subject to additional or differing terms and conditions. We will make the applicable terms and conditions available to you in an appropriate manner.

3 GENERAL RIGHTS AND OBLIGATIONS WITH RESPECT TO PLCNEXT CONTRIBUTOR SERVICES

- 3.1 During the term of the Agreement and subject to Sections 3.2 to 3.4, we provide any PLCnext Contributor Services as a service in substantial conformance with the features and functionalities as conclusively described in the Agreement. We will provide you with Phoenix Contact Licensed Material and make the PLCnext Store available in a manner suitable for distributing Contributor Apps to Customers.
- 3.2 Except for the express obligations set forth in the Agreement, we assume no obligations to you, and any statements about the PLCnext Contributor Services and their respective functionality in any communication with you are for information purposes only and do not constitute obligations of us.
- 3.3 The use of the PLCnext Contributor Services may be subject to certain system requirements, including without limitation with regard to necessary hardware or operating system. The PLCnext Contributor Services will be rendered in a manner that will support those specified system requirements. Notwithstanding Section 2.6, we assume no warranty and shall not be liable for any consequences to the extent they are caused by your failure to use the PLCnext Contributor Services in accordance with any such defined system requirements.
- 3.4 Unless otherwise agreed, we provide the PLCnext Contributor Services as standard services and enable you to use the agreed PLCnext Contributor Services made generally available by us. We update and further develop the technology, features, and functionalities of the PLCnext Contributor Services and are under no obligation to provide prior versions thereof. Upon the provision of a modified or new version of the PLCnext Store, Phoenix Contact Licensed Material, or any other content, you are no longer entitled to use previous versions. Should material changes to the PLCnext Contributor Services be implemented which have an impact on your use or should the PLCnext Contributor Services be restricted or disabled, we will notify you at least ten (10) Business Days before the changes become effective by sending you a notice (to the extent reasonable) or by informing you through the PLCnext Store in a way that the notice will be displayed to you when you log in. Such notice period does not apply if, based on our reasonable judgment, we believe that changes are necessary in order to avoid any: (i) threat to the security or functionality of the PLCnext Contributor Services in particular without limitation the PLCnext Store or; (ii) adverse impact on us, our Affiliates, Customers and/or any third party, including without limitation any risk of personal injury; and/or (iii) subject us, our Affiliates, Customers and/or any third party to liability. To the extent you are, due to such changes, materially deprived of the benefits of the Agreement, you are entitled to terminate the Agreement in writing with effect upon effectiveness of the change at the earliest.
- 3.5 We provide you access to the PLCnext Contributor Services to be provided over the internet at the WAN exit of the data center used by us.
- 3.6 You shall render to us any cooperation that is reasonable and appropriate for the proper performance of the PLCnext Contributor Services. You acknowledge that our proper performance of the PLCnext Contributor Services may depend on your timely and proper performance of your cooperation obligations. In particular, you shall (i) make available to us, in a reasonable format and in a timely manner, the data and information that is necessary for rendering the agreed PLCnext Contributor Services, (ii) use reasonable measures to ensure that any personnel involved on your behalf in receiving and using the PLCnext Contributor Services is adequately qualified, and (iii) provide timely instructions, approvals or sign-offs if and as applicable. If you fail to cooperate in accordance with the Agreement, we shall not be responsible for any consequences caused by such failure. You shall reimburse us for any additional efforts caused by such failure on our applicable time and material rates.

- 3.7 Notwithstanding any deviating and/or additional obligations expressly set forth in the Agreement, it is your responsibility to ensure, and we will neither assume any additional obligation nor responsibility, that your use of the PLCnext Contributor Services complies with applicable law.
- 3.8 We may engage any of our Affiliates and any other third parties for and in connection with the provision of PLCnext Contributor Services, it being understood that this shall not amend or release us from our contractual obligations to you under the Agreement.

4 PHOENIX CONTACT LICENSED MATERIAL

- 4.1 As part of or in connection with the PLCnext Contributor Services, we may make available to you certain Phoenix Contact Licensed Material. Such Phoenix Contact Licensed Material may include, in particular: (i) a SDK and (ii) Documentation, including a description of APIs.
- 4.2 We grant you a right to use the Phoenix Contact Licensed Material as set forth in Section 10.2.
- 4.3 You agree not to create any modifications of the Phoenix Contact Licensed Material or include any code in the Modified Materials which would: (i) damage, disable, prevent the use of or access to the PLCnext Contributor Services; or (ii) prevent, interrupt, adversely affect or interfere with the installation or operation of existing features or functions of the PLCnext Contributor Services.
- 4.4 You agree not to reverse engineer or decompile any of the Phoenix Contact Licensed Material that is not in source code format, except as and only to the extent expressly permitted to do so by applicable law for the purposes of inter-operability, error correction, and security testing. If you have such statutory rights, you will notify us in writing of any intended reverse engineering or reverse compilation. Although we are not obligated to do so, in the event we provide any error corrections or updates to the Phoenix Contact Licensed Material, you agree to incorporate such error corrections or updates into the Modified Materials.
- 4.5 Since the Phoenix Contact Licensed Material is part of the PLCnext Contributor Services, unless the context indicates otherwise any and all provisions in these Contributor Terms referring to "PLCnext Contributor Services" are applicable to your use of the Phoenix Contact Licensed Material, including without limitation Sections 8 and 10.
- 4.6 The following provisions apply with respect to software that according to generally recognized principles is to be considered "Open Source Software":
- 4.7 When submitting any Contributor App or Update to us (as applicable), you shall provide us with: (a) a complete and accurate list of all Open Source Software combined, linked or embedded with, in or to the Contributor App; (b) a description of the nature of such Open Source Software, (e.g., standalone software, library, plug-in, interpreter); and (c) a copy of the license terms of such Open Source Software.
- 4.8 When distributing through the PLCnext Store any Contributor App with, in or to which Open Source Software is combined, linked or embedded, you shall comply with all terms of the relevant Open Source Software license, which includes without limitation, if and as applicable under that license, that you: (i) provide the Customer with the information and documents described in Section 4.7 (a) and (c); (ii) deliver, or make available, to the Customer the source code of such Open Source Software; and (iii) provide to the Customer all relevant copyright notices and warranty disclaimer notices (it being understood that your warranty obligation under the relevant Customer Agreement shall remain unaffected).
- 4.9 Without our prior written consent you shall not combine, link or embed with, in or to the Contributor App any Open Source Software which is subject to license terms that would oblige you, us, our Affiliates, or any third party: (i) to distribute, or make available, Phoenix Contact Licensed Material under the license terms of such Open Source Software or substantially similar terms; and/or (ii) to

grant third parties access to the source code of any Phoenix Contact Licensed Material (“copy-left license”).

5 NO WARRANTY OR GUARANTEE

- 5.1 The PLCnext Contributor Services are provided “as is”. We are not obliged to provide certain functionalities or fulfill any other requirements. We do not warrant that the PLCnext Contributor Services will be available at all times without any interruption.
- 5.2 None of our obligations under the Agreement shall be deemed to constitute a guaranteed quality (*zugesicherte Eigenschaft*) or other guarantee (*Garantie*). In addition, we disclaim any strict liability (*verschuldensunabhängige Haftung*) for defects and non-conformance already existing when the Agreement was concluded.

6 DISTRIBUTION OF CONTRIBUTOR APPS THROUGH THE PLCNEXT STORE

- 6.1 As part of the PLCnext Contributor Services, by deploying Contributor Apps in the PLCnext Store and making the PLCnext Store available to users we enable you to distribute Contributor Apps through the PLCnext Store in accordance with the App Distribution Process.
- 6.2 All Contributor Apps distributed through the PLCnext Store must always comply with the Requirements, Security Standards, the Compliance Standards and the App Distribution Process as set forth in the Requirements.
- 6.3 We may change and/or issue additional Requirements, and we may change the App Distribution Process, at any time by notifying you at least thirty (30) days before the changed Requirements become effective. Such notice period does not apply if, based on our reasonable judgment, we believe that changes to the Requirements are necessary in order to avoid any: (i) threat to the security or functionality of the PLCnext Store; (ii) adverse impact on us, our Affiliates, Customers, and/or any third party, including without limitation any risk of personal injury; and/or (iii) subject us, our Affiliates, Customers and/or any third party to liability.
- 6.4 Before and during the distribution of any Contributor App through the PLCnext Store we may ask you (in our sole discretion) to submit to us the object code file of the respective Contributor App or Update (as applicable) along with any other information that might be necessary for the distribution of the Contributor App. This applies also for Updates. The format and manner of the submission and the required Distribution Content are described in the Requirements. We may change the format and manner of the provision at any time by notifying you reasonably in advance before the change becomes effective by sending you a notice (to the extent reasonable).
- 6.5 You are aware and acknowledge that we are under no obligation to deploy and distribute in or through the PLCnext Store any Contributor App or any of its Updates that you submit to us. We may reject the deployment and/or distribution of any Contributor App, Update and/or Distribution Content in or through the PLCnext Store if the Contributor App, Update and/or Distribution Content: (i) are not compliant with our quality criteria; and/or (ii) according to our reasonable judgment are not compliant with the Requirements, the Security Standards and the Compliance Standards. Within thirty (30) days after the submission of a Contributor App or an Update thereof in accordance with the Requirements and the provision of any additional items or information requested by us pursuant to Section 8.3, we will inform you about the deployment or rejection of a Contributor App and/or Update in the PLCnext Store by us.
- 6.6 You acknowledge that the distribution of a Contributor App and/or Distribution Content by us does not lead to any responsibility of us for the respective App and/or Distribution Content. You further acknowledge that in respect of the marketing and distribution of any Contributor Apps we act as your agent and that you, as principal, shall be solely responsible for any and all claims and liabilities related to Contributor Apps.

- 6.7 We are entitled to terminate the distribution of any Contributor App and/or Distribution Content on the PLCnext Store at any time if: (i) according to our reasonable judgment, it is not compliant with the Requirements, the Security Standards, and/or the Compliance Standards; or (ii) such termination is required by law, a court decision, or a request from a governmental body. If in our reasonable judgment a Contributor App and/or Distribution Content infringes third-party rights or applicable law, we may remove it from the PLCnext Store at any time. We will inform you without delay about any termination of your distribution or deletion of a Contributor App and/or Distribution Content. Upon your request, we will terminate the distribution of Contributor Apps without delay.
- 6.8 Through the PLCnext Store, we enable you to conclude Customer Agreements with Customers that have in place a PLCnext Store Agreement with Phoenix Contact for accessing the PLCnext Store. You may distribute to your Customers any Contributor App that we deploy in the PLCnext Store either free of charge under a Free-of-Charge License or against payment of License Charges under an App License at prices designated by you. You shall set any prices charged to Customers for the provision of Contributor Apps or related services at your sole discretion. You may change your prices at any time. It is your responsibility to correctly calculate and identify any Taxes applying in connection with providing Contributor Apps or related services to the Customers. You will distribute Contributor Apps on your own account and hosted by you.
- 6.9 You acknowledge that: (i) You will enter into any agreements on the use of Contributor Apps with the respective Customer; (ii) we or our Affiliates will not enter nor be deemed to have entered into any contractual relationships with Customers in relation to their use of your Contributor Apps; (iii) you will provide Contributor Apps for use and any other agreed services to the applicable Customer in your own name and for your own account; (iv) even if you engage us as subcontractor in the fulfillment of your obligations under Customer Agreements, (in which case we will act as your vicarious agent [Erfüllungsgehilfe]), and/or authorize us to directly or indirectly exercise rights toward Customers under such Customer Agreements, we will provide any services only to you as PLCnext Contributor Services and will not assume any obligations or responsibilities towards Customers with regard to their access to and use of Contributor Apps and any other services agreed with you. You agree to clearly communicate to Customers at all times that all services in connection with the distribution and licensing of your Contributor Apps are exclusively rendered by you and not by us. You are an independent entrepreneur and bear all the economic opportunities and risks relating to the marketing and provision of Contributor Apps to the full extent.
- 6.10 Your submission of a Contributor App for placement in the PLCnext Store includes your legally binding offer to all Customers during the term of the Agreement to enter into a Customer Agreement for use of the Contributor App. You commission us with the transmission of your offer to Customers via the PLCnext Store. We may refrain from forwarding the offer without limitation if: (i) Customer's access to the App Store has been suspended or terminated in accordance with the PLCnext Store Agreement; (ii) in our reasonable opinion a Customer does not provide sufficient guarantee for full compliance with all its duties as set out in your Customer Agreement where this may adversely affect us; and/or (iii) either one of the Parties has given notice to terminate the Agreement.
- 6.11 Upon our notification to you that a Customer accepted your offer to use the Contributor App under a Customer Agreement, you will immediately provide to the Customer the Contributor App in accordance with the terms of the applicable Customer Agreement.
- 6.12 You are aware that a suspension of the PLCnext Contributor Services (Section 5) or a termination of the Agreement by any Party will suspend or terminate respectively your ability to distribute the Contributor App(s) to your Customers through the PLCnext Store. Accordingly, we shall not be liable for any consequences arising out of or in connection with your inability to fulfill your obligations and/or to enforce your rights vis-à-vis any Customer if this results from a suspension or termination of the PLCnext Contributor Services in accordance with the Agreement, unless you have terminated the Agreement due to a culpable breach of us.
- 6.13 Further, you are aware that the right of the Customer to purchase any Contributor App is reliant upon a valid PLCnext Store Agreement between the Customer and us. Accordingly, we shall not be liable for any consequences arising out of or in connection with your inability to fulfill your obligations and/or to enforce your rights vis-à-vis any Customer if this results from a suspension or termination of the PLCnext Store Agreement in accordance with its terms, unless the Customer has terminated the

PLCnext Store Agreement due to a culpable breach of us. Upon your request, we will provide you with the current version of the standard PLCnext Store Agreement for your information.

- 6.14 You are not permitted to agree on any Customer Agreement: (i) if and to the extent we inform you that a Customer's access to the PLCnext Store has been suspended by us in accordance with the PLCnext Store Agreement or the PLCnext Store Agreement with the Customer has been terminated; (ii) during any suspension according to Section 15; and/or (iii) as soon as either Party has given notice to terminate the Agreement.
- 6.15 You will notify us immediately of every Customer Agreement entered into and every relevant amendment of a Customer Agreement. You agree to give immediate notice of termination without delay on the Customer Agreements existing with the relevant Customer if we inform you that (a) the Agreement and/or the PLCnext Store Agreement has been suspended for a continuous period of at least thirty (30) days or (b) the Agreement and/or the PLCnext Store Agreement has been terminated in accordance with its applicable terms.
- 6.16 All Customer Agreements entered into shall be consistent with and not less protective of Phoenix Contact than the Agreement. Except as provided otherwise in these Contributor Terms, you may provide or agree on terms and conditions of your choosing; provided that you acknowledge that it remains your sole responsibility to ensure compliance of any Customer Agreement with your obligations under the Agreement as well as any applicable law.
- 6.17 Each Customer Agreement shall provide that payment of License Charges by the Customer is due fourteen (14) days net upon conclusion of the respective Customer Agreement and provision of the respective Contributor App.
- 6.18 You warrant to us that you will perform all of your obligations towards Customers existing under the Customer Agreements in the contractually agreed manner. This includes in particular but without limitation the Minimum Terms.
- 6.19 We may, but are not obligated to, advertise the Contributor Apps offered by you through the PLCnext Store and/or the PLCnext Store itself. For this purpose, you grant us a non-exclusive, non-transferable, sub-licensable, and royalty-free license to: (i) use the Distribution Content; (ii) convert to digital electronic form, excerpt, reformat, adapt or otherwise create derivative works of the Distribution Content; and (iii) use all trademarks or trade names included in the Distribution Content.

7 OPERATION OF APPS BY CUSTOMERS

- 7.1 Upon your request we will: (i) inform Customers about an available Update; and (ii) enable you to distribute the Update through the PLCnext Store to Customers using the respective Contributor App.
- 7.2 It is your responsibility to monitor usage of Apps by Customers, e.g., the number of users, for our and your internal business purposes, in particular: (i) for security and availability reasons; (ii) to the extent required to ensure compliance of the Customer with the applicable Customer Agreement; and (iii) to detect, prevent, and suspend any use of the App exceeding the permitted use under the Customer Agreement, to charge for such excess use, and otherwise as necessary for payment and billing related tasks.
- 7.3 Notwithstanding Section 15, we are entitled to remove any Contributor App from the PLCnext Store, if in our reasonable judgment there is a risk that the Contributor App: (i) constitutes a threat to the security or functionality to the PLCnext Store or any other of our systems; (ii) adversely impacts the Customer, us, or our Affiliates, or any third party, including, without limitation, any risk of personal injury; or (iii) subject the Customer, us, or our Affiliates, or any third party to liability. Furthermore, we are entitled to remove any Contributor App from the PLCnext Store: (i) if this is required by law, a court decision, or a request from a governmental body; (ii) for all Customers at any time if the Agreement has been terminated; and/or (iii) for the relevant Customer only if its access to the PLCnext Store has been suspended or the PLCnext Store Agreement between us and the Customer has been terminated by us. We will inform you about any removal or suspension as soon as possible.

- 7.4 You shall inform us promptly but no later than thirty (30) days in advance, about any discontinuation of the distribution or maintenance of a Contributor App by you. You are not entitled to request a temporary or permanent removal of a Contributor App from the PLCnext Store prior to expiry of the aforementioned period, except for good cause (*aus wichtigem Grund*), e.g. where you are prevented from a continued distribution by applicable law or an administrative or court order.
- 7.5 Upon your request pursuant to Section 7.4 and at your responsibility, we will remove any Contributor App from the PLCnext Store without undue delay. You acknowledge that a removal or suspension pursuant to Section 7.4 does not lead to any responsibility of us for the respective App vis-à-vis the Customer or any Other Contributor. You will indemnify, defend and hold us harmless from and against any claims of any Customer, Other Contributor and/or any other third party as set forth in Section 11.1 (vi).
- 7.6 Where Customers contact us for support queries, we will: (i) process queries concerning the PLCnext Store or download of Contributor Apps ourselves; and (ii) forward queries concerning a Contributor App and its functioning to you and you will have sole responsibility for providing the support as part of your Contributor Support. Upon receipt, you will immediately forward support queries from Customers concerning the PLCnext Store or the download of Contributor Apps to us.

8 SECURITY AND COMPLIANCE

- 8.1 You shall: (i) ensure that all Contributor Apps submitted to us and all Distribution Content are compliant with the Security Standards; (ii) ensure that your use of the PLCnext Contributor Services will not constitute a threat to the security or functionality of any PLCnext Contributor Services and/or adversely impact us, our Affiliates, Customers, or any third party; (iii) before accessing the PLCnext Contributor Services and during use, take all reasonable precautions against security attacks on your system and to prevent viruses, trojan horses or other programs that may damage software; (iv) not interfere with or disrupt the integrity or performance of the PLCnext Contributor Services or other equipment or networks connected to the PLCnext Contributor Services; and (v) not use the PLCnext Contributor Services in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users.
- 8.2 You shall: (i) ensure that all Contributor Apps submitted to us and all Distribution Content are compliant with the Compliance Standards; (ii) before and at all times during the use of PLCnext Contributor Services review and comply with any applicable law, product liability, product safety, tax, and export control law, in particular, at your own expense, obtain and maintain all necessary permits and registrations; (iii) not use the PLCnext Contributor Services for any purpose except as expressly permitted by the Agreement; (iv) except to the extent permitted pursuant to applicable law or expressly permitted otherwise, not translate, disassemble, decompile, reverse engineer, or otherwise modify or attempt to discover the source code of any software contained in PLCnext Contributor Services in particular without limitation the PLCnext Store and the Phoenix Contact Material; and (v) ensure that your use of the PLCnext Contributor Services will not subject us, our Affiliates, Customers and/or any third party to liability.
- 8.3 We reserve the right to conduct any type of assessment of compliance of Contributor Apps submitted to us and of Distribution Content with the Requirements, the Security Standards, the Compliance Standards, our quality criteria, or otherwise with the Agreement. In order to conduct such assessment, upon our request, you shall immediately provide us access to the Modified Materials, executable files, security and deployment processes, and/or other features of Contributor Apps along with the applicable documentation and any additional information reasonably requested by us.
- 8.4 You shall inform us promptly: (i) if you become aware of any circumstances indicating that any Contributor App submitted to us or items of Distribution Content are not compliant with the Requirements, the Security Standards and/or the Compliance Standards, provided that the information will also contain the measures you intend to take in order to restore the security and/or compliance, respectively; (ii) about any measures of authorities or court decisions which may possibly hinder distribution

and/or use of any Contributor App and/or Distribution Content; and (iii) about any change to your name, contact details and/or the relevant representative.

- 8.5 You shall: (i) state all information and data truthfully and completely and keep these up to date at all time (e.g., contact information); and (ii) provide us with the name of a representative who is responsible towards you for distribution of the relevant Contributor App.
- 8.6 You are solely responsible for the development, functioning, suitability, content, management, use, and quality of Contributor Apps and Distribution Content and the means by which you acquired such content. For example, you are solely responsible for: (i) the creation and maintenance of independent backup copies of all Contributor Apps and Distribution Content; and (ii) any document retention or archiving obligations resulting from applicable laws or company policies.
- 8.7 You will be given access credentials (e.g., logins and passwords) for your authorized users to use in connection with the PLCnext Contributor Services. You shall change the passwords on a regular basis in accordance with appropriate password policies. You, and each authorized user, are entirely responsible for maintaining the confidentiality and security of your access credentials, and you are solely responsible for any and all activities that occur under your account(s) to the extent such activities have been authorized by you and/or an authorized user, or have not been authorized by you and/or an authorized user but could have been prevented by you when exercising due care. Passwords may not be used by more than one authorized user and you are prohibited from transferring or sharing passwords with any person that is not an authorized user. You shall ensure that authorized users exit or log-off from their account at the end of each session of use.
- 8.8 Notwithstanding any additional responsibility under applicable law, you are solely responsible to ensure that any of your employees, Affiliates, and third parties which you engage when making use of PLCnext Contributor Services, as well as their employees, comply with the provisions of the Agreement and other applicable law.

9 COMMISSION, BILLING, AND PAYMENT

- 9.1 In consideration of our provision of the PLCnext Contributor Services you shall pay to us in connection with the distribution of Contributor Apps for which you charge License Charges the Commission on the net amount of all Customer Receivables.
- 9.2 We will invoice your Customers all Customer Receivables through the designated process in the PLCnext Store and collect the Customer Receivables on your behalf and for your account. We will deduct a Commission of twenty per cent (20 %) from the collected Customer Receivables and remit to you the remaining amount of eighty per cent (80 %) of the actually received Customer Receivables by wire transfer to the bank account indicated by you. Subject to your compliance with Section 9.4, remittance will be made periodically at the latest within 30 days upon the date on which we have collected the respective Customer Receivables. We may appoint a payment service provider with the collection of the Customer Receivables and the remittance, after deduction of the applicable Commission, of the remaining amount of the Customer Receivables. Your ability to distribute Contributor Apps through the PLCnext Store is contingent upon a valid agreement between you and this payment service provider.
- 9.3 You acknowledge that we shall be entitled to the Commission in accordance with Section 9.2 even if we (or the payment provider or you) are unable to collect the respective Customer Receivables from the Customer. For this purpose, we will review monthly any Customer Receivables that are due but unpaid for a period of at least ninety (90) days and charge you with an amount that equals the agreed Commission for the total of all such overdue Customer Receivables. For the avoidance of doubt, if later the respective Customer pay such overdue Customer Receivables for which we have already collected Commission in accordance with the foregoing procedure, with respect to those Customer Receivables we will refund you such pre-collected Commission to avoid that you pay Commission on the same Customer Receivable twice.

- 9.4 You will provide us with accurate, complete and current information that we reasonably require to remit to you the remaining amount of the collected Customer Receivables. Further, you will provide us with all information that is required by applicable laws in respect of the invoices. In particular, unless communicated otherwise by Phoenix Contact, you will calculate and clearly identify on the invoice all Taxes that apply in connection with providing Contributor Apps and related services to the Customers. We will endeavor to collect the Customer Receivables to be paid by the Customers and you will support us, and our appointed service provider , in this regard within reasonable limits at your cost.
- 9.5 Unless otherwise stated, the Commission does not include any Taxes. We will invoice you, and you shall reimburse us for, any such taxes charged to us by any governmental authority in connection with providing the PLCnext Contributor Services to you.
- 9.6 Where applicable laws require you to withhold and pay any withholding taxes or similar levies, you may do so, provided that your obligation to pay the net amounts of any Commission we are entitled to, shall remain unaffected. Therefore, as between the Parties, you shall pay to us the net amount of the Commission remaining after the respective deduction plus the amount that was deducted, in order to ensure that we receive the full net amount as contractually agreed.
- 9.7 Once every twelve (12) months, for the first time upon the second (2nd) anniversary of the effective date of the Agreement, we may in our discretion adjust the agreed Commission rates, with effect for the following commencing month, up to a maximum amount of twenty per cent (20) % of the Commission rates applicable prior to the adjustment.
- 9.8 You may not withhold or offset any payments, unless and until your corresponding claims are undisputed by us or established by a competent court of final jurisdiction. If you withhold or offset any payments in violation of the aforesaid, then, without prejudice to our other rights or remedies, upon ten (10) Business Days' prior notice we may suspend the PLCnext Contributor Services on a temporary basis until you have fully settled the withheld amount.

10 INTELLECTUAL PROPERTY

- 10.1 All rights, title, interest and know-how in and to the Phoenix Contact Licensed Material, the PLCnext Store, Distribution Content, and any other information and content and any part and improvement of the aforementioned, other than those expressly granted in the Agreement, shall remain wholly vested in the relevant Party or its third-party business Contributors and/or licensors.
- 10.2 Subject to the terms and conditions of the Agreement, we grant to you a non-exclusive, non-transferable right, limited to the duration of the Agreement, to: (i) use the Phoenix Contact Licensed Material to create, develop and test Modified Materials and to compile such Modified Materials into Contributor Apps for use and distribution through the PLCnext Store; and (ii) make one (1) copy of the SDK for archival and backup purposes. The aforesaid rights are not sub-licensable except that you may use the Licensed Material for the foregoing purposes through individual independent contractors who are bound by confidentiality no less restrictive than those applicable to you under the Agreement, provided that all such rights are exercised solely on behalf and for the benefit of you. You may only use software code made available to you as part of Phoenix Contact Licensed Material where and to the extent expressly permitted in the Agreement. Except as set forth in the Agreement, no license to distribute the Phoenix Contact Licensed Materials or Modified Materials in any form is granted under the Agreement.
- 10.3 Further, subject to the terms and conditions of the Agreement, we grant to you a non-exclusive, non-transferable right, limited to the duration of the Agreement, to access and use the PLCnext Store as necessary to distribute Contributor Apps to Customers in accordance with the Agreement.
- 10.4 You shall not remove any copyright or other proprietary notices of us, our Affiliates or third parties found in or on the PLCnext Contributor Services and you shall include such notices in all reproductions of the Phoenix Contact Licensed Material.

- 10.5 You grant us, our Affiliates, subcontractors, and business Contributors, a worldwide, perpetual, irrevocable, transferable, sub-licensable, and royalty-free license to use any suggestion, recommendation, feature request, or other feedback related to the PLCnext Store and/or the PLCnext Contributor Services provided by or on behalf of you, and to incorporate into or otherwise use any such feedback in connection with the PLCnext Contributor Services, the PLCnext Store and/or any other products or services.
- 10.6 If you are deprived of your use of the agreed PLCnext Contributor Services as permitted under the Agreement due to an infringement of such use upon an Intellectual Property Right, then we will obtain for you the right to continue accessing and using the PLCnext Contributor Services, or will at our sole discretion replace or modify the PLCnext Contributor Services so they become non-infringing; or, if such remedies are not reasonably available, we are entitled to terminate the Agreement in whole or in part. We, in our sole discretion, may provide the remedies specified in this Section prior to your deprivation of your use of the applicable PLCnext Contributor Services.

11 INDEMNIFICATION

- 11.1 You will indemnify us and hold us harmless from and against any losses and/or damages (including reasonable attorney's fees), and defend us (both in and out of court) at your own cost against any claims, arising out of or in connection with the following circumstances: (i) an allegation by a third party, including an authority, that a Contributor App or any Distribution Content is not compliant with the Security Standards and/or Compliance Standards; (ii) a voluntary or officially ordered recall or withdrawal of the Contributor App; (iii) claims by a third party made out of or in connection with a Customer Agreement, any other contractual arrangements between you and a Customer, and/or the use of Contributor Apps, provided that your rights of recourse by you against us remain unaffected; (iv) claims by a third party, including an authority, in relation to taxes to be borne by you pursuant to Section 9.5 or under applicable law; (v) any failure to comply with your obligations under Section 8; and/or (viii) a breach of the Agreement or applicable law, including without limitation, export control law, by you.
- 11.2 We will: (i) give you written notice of such claim without undue delay, (ii) give you sole control of the defense and settlement of the claim, and (iii) at your cost provide to you all reasonable assistance to defend such claim. You shall not settle or acknowledge any claim without our prior written consent. Notwithstanding the foregoing, you have no obligation of defense or indemnification or otherwise with respect to any claim or demand based upon (a) a breach of the Agreement by us; and/or (b) any modification of the concerned Contributor App and/or Distribution Content made by us or on our behalf.

12 LIABILITY

- 12.1 We are fully liable for damages: (i) to the extent that liability cannot be limited or excluded according to applicable law, in particular applicable product liability law; (ii) caused by intent or gross negligence of us, our legal representatives, employees, vicarious agents (*Erfüllungsgehilfen*), or subcontractors; (iii) in cases of damage to life, body or health caused by willful intent or negligence of us, our legal representatives, employees, vicarious agents or subcontractors; and (iv) in cases of our failure to comply with an agreed guarantee.
- 12.2 In no event will we be liable for damages or frustrated expenses (*Aufwendungsersatz*) caused by ordinary negligence (*einfache Fahrlässigkeit*), except in cases of a violation of material contractual obligations in a manner jeopardizing the purpose of the Agreement or of contractual obligations the fulfillment of which is indispensable for the proper and due performance of the Agreement and which you will and may usually rely on (*Kardinalpflichten*), provided that, in each such case, our liability shall be limited to the damage or frustrated expenses which is reasonably foreseeable in connection with contracts of the type of the Agreement at the time of its conclusion.
- 12.3 The Parties agree that the reasonably foreseeable damages or frustrated expenses within the meaning of Section 12.2 shall, in no event, exceed in aggregate EUR ten thousand (10,000.00).

- 12.4 Unless otherwise agreed by the Parties, any liability of us for damages or frustrated expenses caused by ordinary negligence exceeding the reasonably foreseeable damages as per Section 12.3 is excluded.
- 12.5 We shall not be liable for indirect or consequential damages, including without limitation loss of profit, loss of revenue, business interruptions and loss of goodwill.
- 12.6 We will not be liable for any damage due to loss of data to the extent such damage would have been avoided if you had performed backup copies as foreseen under Section 8.6.
- 12.7 Except for claims under Section 12.1, any rights, claims and remedies for damages against us arising out of or related to the Agreement, whether in contract, tort or otherwise, shall expire no later than two (2) years.
- 12.8 Any limitations and exclusions of liability provided in the Agreement also apply to the benefit of any of our Affiliates, directors, employees, agents, business Contributors, sub-suppliers, subcontractors, and any other persons used by us in performing any of our obligations as well as their Affiliates, directors, employees, agents, business Contributors, sub-suppliers, subcontractors and any other persons used by them.

13 DATA PROTECTION

Each Party undertakes and agrees to comply with all data protection laws, regulations, requirements or the like, that apply to the performance of each Party's obligations under the Agreement, including but not limited to ensuring that it complies with applicable notification requirements under such laws and (if necessary) entering into an agreement for commissioned data processing.

14 CONFIDENTIALITY

- 14.1 You undertake to treat confidential the Confidential Information of us and our Affiliates and may disclose it only to those employees and/or other personnel who have a need to know and who are bound to confidentiality by their employment contract or otherwise not less stringent than the provisions herein. You may use such Confidential Information only for the purpose authorized by the Agreement.
- 14.2 The confidentiality obligations of this Section 14 shall not apply if you can prove that: (i) the information is generally known or later became known through no fault of yours; (ii) you already knew the same information before the obligation to maintain secrecy or the same information was verifiably developed by you independently; (iii) the information was supplied to you by a third party without the obligation to maintain secrecy; (iv) the information was released in writing for publication by us or our Affiliates; or (v) to the extent the information must be made public on the basis of a binding official or judicial directive.
- 14.3 The Confidential Information and any copies made of it shall be returned (or upon our request destroyed) without further request after the termination of the Agreement. The obligation to return/destroy such Confidential Information does not apply to the extent that Confidential Information and/or copies thereof have to be stored by you in safe custody according to mandatory law, provided, however, that during the retention period provided by such mandatory law this Confidential Information and/or the copies thereof are subject to the obligation to secrecy according to the provisions of the Agreement.

15 SUSPENSION

- 15.1 We are entitled to immediate Suspension, if, according to our reasonable judgment: (i) the use of the PLCnext Contributor Services by you may not comply with Sections 8, 13 or 17; (ii) you are in material breach of any other provision of the Agreement; or (iii) any Contributor App submitted to us or items of Distribution Content are not compliant with the Security Standards and/or the Compliance Standards. In addition, we are entitled to a Suspension if payment under the Agreement owed by you is overdue by more than thirty (30) days or the Suspension is required by law, a court decision, or a request from a governmental body. We shall inform you at our earliest convenience about any Suspension.
- 15.2 If and to the extent we make use of our Suspension right, you remain liable for: (i) all fees you have incurred until the date of Suspension; and (ii) all agreed fees for use of any PLCnext Contributor Services not suspended. We will restore access to the suspended PLCnext Contributor Services, as applicable, if and to the extent a reason for our Suspension pursuant to Section 15.1 no longer exists. Our Suspension right is in addition to and restoration is without prejudice to our termination right pursuant to Section 16 and all other rights and remedies we may have.

16 TERM AND TERMINATION

- 16.1 The Agreement takes effect upon Registration and remains in place and runs for an unlimited period. The Agreement can be terminated for convenience by either Party upon one (1) month's notice before the end of the respective month.
- 16.2 Either Party may terminate the Agreement for cause. Events that entitle us to terminate the Agreement for cause include, in particular and without limitation: (i) acts or omissions by you that entitle us to a Suspension for a continuous period of at least thirty (30) days; (ii) your breach of any obligation or provision of the Agreement which remains uncured for a period of thirty (30) days after receipt of notice thereof; (iii) a material breach of the obligations under the Agreement by you; (iv) our obligation to comply with applicable law or requests by a governmental body, rendering the continued provision of services by us impossible or unreasonable; (v) a change in control of you and/or your direct or indirect parent company which, as suggested by objective reasons, adversely affects our position, rights or interests; and (vi) the termination or expiration of our relationship with a supplier for the provision of the agreed PLCnext Contributor Services or material software and/or services, rendering their continued provision by us impossible or unreasonable, unless culpably caused by us.
- 16.3 All termination rights must be exercised by written notice to the other Party.
- 16.4 Except as provided otherwise, upon the termination of the Agreement, regardless of the reasons: (i) we will permanently suspend your access to the PLCnext Store and discontinue provision of the PLCnext Contributor Services; (ii) you are obliged to cease all further use of PLCnext Contributor Services, including Phoenix Contact Licensed Material; and (iii) you are obliged to destroy or delete all Phoenix Contact Licensed Material without delay and to provide us with written confirmation to this effect.
- 16.5 Any terms or conditions of the Agreement, which by their express terms extend beyond the termination or expiration of the Agreement or which by their nature should so extend, shall survive and continue in full force and effect after any termination or expiration of the Agreement.

17 EXPORT COMPLIANCE

- 17.1 You shall before and at all times in connection with the use of the PLCnext Contributor Services and other services review and guarantee by appropriate measures that: (i) you comply with any applicable national and international export and (re-)export control law, including any provisions on technical assistance and technology transfers, in particular of the Federal Republic of Germany, of the

European Union and of the United States of America; (ii) you will not violate against an embargo imposed by the European Union, the United Nations or the United States of America; (iii) you will not use the PLCnext Contributor Services or other services in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (iv) you will not directly or indirectly make available the PLCnext Contributor Services to any third party listed on a sanctioned party list of the United Nations, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein.

- 17.2 If you transfer goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) by using the PLCnext Contributor Services and other services administered by us, you will comply with all applicable national and international (re-)export control regulations including but not limited to the regulations of the Federal Republic of Germany, of the European Union and of the United States of America. You will notify us in writing prior to any transfer of goods which are subject to restrictions and categorizations arising from aforementioned regulations by indicating the appropriate export list category or ECCN (Export Control Classification Number).
- 17.3 Upon request by us, you shall promptly provide us with all necessary information to perform investigations relating to (re-)export control regulations.
- 17.4 Section 17.1 - 17.3 does not apply to you (i) in case you qualify as a resident party domiciled in the Federal Republic of Germany within the meaning of Section 2 Para 15 of the German Foreign Trade and Payments Act [*Außenwirtschaftsgesetz*] in so far as this would result in a violation of Section 7 of the German Foreign Trade and Payments Act, or (ii) in case any other anti-boycott statute applies to you in so far as this would result in a violation with any provision of such other anti-boycott statute.
- 17.5 We shall not be obligated to fulfill the Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade requirements, including any embargoes or other sanctions.

18 AMENDMENTS TO THE AGREEMENT

- 18.1 We reserve the right to conduct an Update of Terms at any time in our own reasonable discretion. In particular, changes in applicable law or updates to and further developments of PLCnext Contributor Services may require an Update of Terms. We will inform you about any Update of Terms by giving you at least thirty (30) days' prior notice and by providing you Updated Terms, e.g., by email. The Updated Terms shall become binding upon the Parties upon expiry of the above notification period or on any later date set forth in the notification, unless you object to the Updated Terms in text form prior to the expiry of the notification period. In case you object, we may terminate the Agreement in text form with effect upon the expiry of the notification period at the earliest if the continuance of the Agreement without the Updated Terms is impossible or unreasonable for us. We will point out these consequences to you as part of the notification. Any other termination rights of the Parties shall remain unaffected. This Section 18.1 shall not apply to changes of the PLCnext Contributor Services and/or pricing.
- 18.2 We may change the App Sale Information Format any time by notifying you reasonably in advance before the changed template becomes effective.

19 FINAL PROVISIONS

- 19.1 The Agreement may not be assigned or otherwise transferred, nor may any rights or obligations be assigned or delegated, by either Party without the prior written consent of the other Party hereto, except that we may assign the Agreement in whole or in part and/or its rights and obligations hereunder without your consent or extend the Agreement to any of our Affiliates, or to a third-party successor in interest of all or part of the business to which the Agreement relates, whether: (i) as a result of a change of ownership (including by stock purchase, merger or consolidation); (ii) as a result of

the sale of all or a substantial part of the assets and/or all or a part of the business to which the Agreement relates; and/or (iii) in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization, including, without limitation, the establishment of joint venture companies and/or otherwise.

- 19.2 Any amendments as well as supplements to the Agreement must be in writing in order to be effective. A waiver of form shall be effective only if agreed upon in writing.
- 19.3 Unless explicitly set forth otherwise in the Agreement, in case of conflict or inconsistency between any documents which, collectively, form the Agreement, the documents shall prevail in the following descending order of precedence: (i) any terms applicable to third-party software pursuant to Section 2.7, (ii) these Contributor Terms; (iii); the documents referenced in these Contributor Terms other than the Documentation and (iv) binding provisions of the Documentation.
- 19.4 Whenever notice by email is sufficient as expressly set forth in the Agreement or these Contributor Terms, notices to us shall be sent to PLCnext_Technology@phoenixcontact.com and notices to you shall be sent to your then-current email address as provided by you in the registration process or as recently updated by you. If the Agreement or these Contributor Terms require a notice or a document to be „in writing“ or „in written form“, unless notice by email is sufficient as expressly set forth in the Agreement or these Contributor Terms, such notice or document shall be duly signed by the sender and the signed notice or document shall be delivered, sent or transmitted to the other Party in its original form or as a telefax copy or scanned copy per email. For the avoidance of doubt, other electronic communication shall not qualify as a written notice or document.
- 19.5 The Agreement shall constitute the entire understanding of the Parties regarding the subject matter hereof. Any general terms and conditions of the Parties shall not apply, even if printed on or referenced by a form used in connection with the Agreement.
- 19.6 Neither Party shall be liable for any failure or delay in its performance under the Agreement due to Force Majeure, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in its performance.
- 19.7 Any disputes arising out of or in connection with the Agreement or its validity shall be finally settled in accordance with the rules of arbitration of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Cologne, Germany. The arbitration court shall consist of three arbitrators. The language of the arbitration proceedings shall be English.
- 19.8 The Agreement shall be governed and construed in accordance with the substantive law applicable in Germany without reference to any other law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not be applicable to the Agreement.

Status: October 2019