Customer Terms for the PLCnext Store of Europe (European Hub)

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, Customers can obtain ready-made software applications (Apps) which can be used to functionally extend 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 Developers the access to new digital business and profitability models.

The following terms and conditions apply to the use of the PLCnext Store by Customers.

1 DEFINITIONS

Capitalized terms used hereinafter have the meaning ascribed to them below:

"**Account**"	means a Customer's individual access to the PLCnext Store via a web interface or otherwise.
"**Affiliate**"	means any enterprise affiliated with Phoenix Contact, that is any enterprise which, in each case, either directly or indirectly (i) controls Phoenix Contact, (ii) is controlled by Phoenix Contact or (iii) is under the joint control of more than one enterprise, where "control" means the power for Phoenix Contact to exercise controlling influence over the management of the relevant enterprise, whether by direct or indirect ownership of more than 50 per cent of the voting capital, by contract or otherwise.
"**App**"	means a software application, software components, software services including functionality add-ons, designed for use with PLCnext controls or the PLCnext automation system, 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 Agreement**"	means a contract on the use of a Phoenix Contact App and / or a Developer App concluded between Phoenix Contact and Customer subject to the terms and conditions of the Phoenix Contact SLT.
"**Authorized User**"	means any person authorized by the Customer to access the Account in accordance with these PLCnext Store Terms.
"**Confidential Information**"	means any information shared by Phoenix Contact or any of its Affiliates with the Customer 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 Customer in connection with the PLCnext Store Agreement and the Customer's receipt of PLCnext Store 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.
"**Developer**"	means the person or entity other than Phoenix Contact (which may also be a Phoenix Contact Affiliate) developing an App, which is distributed by

Phoenix Contact through the PLCnext Store and that has entered into the Agreement with us.

"Developer App"	means an App, including updates, developed by the Developer and distributed through the PLCnext Store in the name of Phoenix Contact (which may also be a Phoenix Contact Affiliate) and on account of the Developer.
"**Customer**"	means the legal entity registering to the PLCnext Store in order to purchase one or more Phoenix Contact Apps or Developer Apps.
"**Customer Content**"	means any information and content stored, processed or transmitted in or through the PLCnext Store as part of Customer's use of or in connection with the PLCnext Store Services.
"Force Majeure"	means any event caused by circumstances beyond the respective Party's reasonable control, including, but not limited to, acts of God, earthquake, fire, flood, epidemics, pandemics, 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 (*Erfüllungsgehilfe*) or an Affiliate.
"**Free-of-Charge License**"	means a license that Phoenix Contact grants to a Customer under a corresponding App Agreement to use an App free of charge.
"**License Charges**"	means all charges, if any, agreed between the Customer and Phoenix Contact under App Agreements for your use of the respective App.
"Party"	means Phoenix Contact or the Customer, as applicable.
"**Parties**"	means Phoenix Contact and the Customer, collectively.
"**Phoenix Contact**"	means Phoenix Contact GmbH & Co. KG, Flachsmarktstr. 8, 32825 Blomberg, Germany.
"Phoenix Contact App"	means an App distributed through the PLCnext Store in the name and for the account of Phoenix Contact.
"Phoenix Contact SLT"	means the "Software License Terms" of Phoenix Contact applicable whenever Customer purchases a Phoenix Contact App and / or a Developer App.
"PLCnext Store"	means the PLCnext Store operated by Phoenix Contact.
"**PLCnext Store Agreement**"	means the agreement between Phoenix Contact and Customer on Customer's access to the PLCnext Store. The PLCnext Store Agreement consists of these PLCnext Store Terms and all documents referenced therein.
"PLCnext Store Services"	means the services provided by Phoenix Contact under the PLCnext Store Agreement.
"PLCnext Store Customer Terms"	means these present terms of use between Phoenix Contact and a Customer regarding the Customer's access to the PLCnext Store.

"Registration"	means Customer's online application for access to the PLCnext Store under the terms of the PLCnext Store Agreement and Phoenix Contact's acceptance of such application.
"**System Requirements**"	means the technical requirements for use of the PLCnext Store by a Customer available under https://www.plcnextstore.com/guideline and / or otherwise provided by Phoenix Contact and includes: (i) certain hardware and software; and (ii) an appropriate internet connection.
"**Update of Terms**"	means an update of or modification to the terms of the PLCnext Store Agreement.
"**Updated Terms**"	means the updated or modified terms of the PLCnext Store Agreement due to an Update of Terms.
"**Us**", "**we**", "**our**"	means Phoenix Contact in its capacity as a Party to the PLCnext Store Agreement.
"**You**", "**your**"	means the Customer in its capacity as a Party to the PLCnext Store Agreement.

2   SUBJECT MATTER AND SCOPE

2.1   These PLCnext Store Terms, together with all documents referenced therein, each as amended from time to time, set forth the terms and conditions for your access to the PLCnext Store under the PLCnext Store Agreement.

2.2   The PLCnext Store Agreement is concluded between you and us by a successful Registration in accordance with the designated Registration procedure. These PLCnext Store Terms, together with all documents referenced therein, each as amended from time to time, are incorporated into the PLCnext Store Agreement.

2.3   Through the PLCnext Store you may order Developer Apps and / or Phoenix Contact Apps. In case of Developer Apps, we act as commission agent pursuant to Section 383 of the German Commercial Code (*Handelsgesetzbuch*) and distribute a Developer App in our own name but for the account of the respective Developer.

2.4   The PLCnext Store Services and the offer to purchase Apps through the PLCnext Store are aimed only at natural and / or legal persons or partnerships that use the PLCnext Store Services and purchase the Apps in exercise of their commercial or self-employed professional activities (entrepreneurs). Only Customers domiciled in Europe may purchase Apps which are subject to License Charges from the European Hub of the PLCnext Store. Apps under a Free-of-Charge License can also be obtained by Customers domiciled outside of Europe.

2.5   Notwithstanding Section 2.4, in the course of the Registration process for the PLCnext Store, we will ask the respective natural person to state whether he / she is acting: (a) in his / her own name and for the account of his / her 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 PLCnext Store Agreement is concluded between us and the respective person. In case of (b) (i) the PLCnext Store Agreement is concluded between us and the legal entity that is repre-sented by the respective natural person; and (ii) upon Registration, the registering natural person warrants that he / she is authorized to conclude the PLCnext Store Agreement on behalf of the legal entity that he / she represents according to the information provided in the course of the Registration process.

2.6   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 European state as well as its verification of validity by us or the payment service provider. Outside of Europe, proof of entrepreneurial activity is provided in accordance with the specifications set by us as well as the specifications set by the payment service provider during the registration process.

2.7   Subject to these PLCnext Store Terms, you may, by entering into an App Agreement (to be concluded separately between Phoenix Contact and Customer), order and use Developer Apps and Phoenix Contact Apps provided by us.

2.8   PLCnext Store Services provided under the PLCnext Store Agreement exclude: (i) any authorization to use, as well as the access to, Phoenix Contact Apps and Developer Apps; (ii) the establishment of the System Requirements on your side, including the provision of any hardware, software, and / or services necessary to use the PLCnext Store; (iii) the hosting of Phoenix Contact Apps or Developer Apps for you once you have purchased the respective App; (iv) the transmission of Phoenix Contact Apps or Developer Apps and any other data to and from the WAN exit of the data center on which the respective services are provided; and (v) any external websites (including embedded widgets or other means of access) linked to in the PLCnext Store. You shall be solely responsible for securing and maintaining suitable hard- and software and an internet connection at your own expense.

3   ACCESS TO THE PLCNEXT STORE

3.1   During the term of, and subject to your full compliance with, the PLCnext Store Agreement, we grant you the non-exclusive, non-transferable, non-sub-licensable and revocable right to access and use the PLCnext Store by Authorized Users via your Account solely for the purpose of ordering Developer Apps and Phoenix Contact Apps as available on the PLCnext Store.

3.2   Unless otherwise approved by us in writing, you may designate the following persons as Authorized Users: You, your employees, representatives and agents, who have a legitimate interest to access and use the PLCnext Store on your behalf and under your control and responsibility in accordance with the PLCNext Store Agreement.

3.3   Unless otherwise approved by us in writing, you shall not grant access to any person other than an Authorized User.

3.4   Except as set forth in this Section 3, any grant of access rights to third parties is strictly prohibited and you are not entitled to sell, lease, rent, (re-)distribute, (re-)market, make available to the public, use for service bureau purposes, or on a timesharing basis, or otherwise make any Phoenix Contact App available to third parties.

3.5   We enable you to access the PLCnext Store through your Account, using the access credentials (*e.g.*, logins and passwords) provided by us to you for your Authorized Users. You shall: (i) carefully store your access credentials and protect them from unauthorized access; (ii) not access the PLCnext Store by any means other than the Account or other means permitted by us; (iii) not circumvent or disclose the authentication or security of the Account, the PLCnext Store, or any host, network, or account related thereto; and (iv) not use a false identity with the purpose of misleading others or to gain unlawful or unauthorized access to your Account or the PLCnext Store. You shall change the passwords on a regular basis in accordance with appropriate password policies. You and / or each Authorized User, are entirely responsible for maintaining the confidentiality and security of your login 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.

4 GENERAL PROVISIONS FOR PLCNEXT STORE SERVICES

4.1 Unless expressly agreed otherwise, we provide the PLCnext Store Services in a multiuser environment and grant you access to the then-current version of the PLCnext Store Services made generally available by us to customers. We update and further develop the technology, features, and functionalities of the PLCnext Store Services and are under no obligation to maintain prior versions thereof. Upon the provision of a modified or new version of the PLCnext Store Services, you are no longer entitled to use previous versions.

4.2 We may at any time make changes or updates to the PLCnext Store Services (such as, without limitation, functionality, infrastructure, security, technical configurations, application features, etc.) in our sole discretion without giving any reasons and may make the use of the PLCnext Store Services by you dependent on the use of modified or additional System Requirements or subject to other restrictions. We may make such changes in particular, but without limitation, if, based on our reasonable judgment, we believe that changes to the PLCnext Store Services and / or System Requirements are necessary in order to avoid: (a) any threat to the security or functionality of the PLCnext Store Services; (b) any adverse impact on you, us, your or our Affiliates, Developers, or any third party, including without limitation, any risk of personal injury; and / or (c) subjecting you, us, your or our Affiliates, Developers, or any third party to liability. If reasonable, we will notify you of such changes in advance. Also, we are entitled to suspend such free-of-charge PLCnext Store Services, in whole or in part, at any time at our reasonable discretion without giving any reasons.

4.3 We may engage any of our Affiliates and any other third parties for and in connection with the provision of PLCnext Store Services, it being understood that this shall not amend or release us from our contractual obligations to you under the PLCnext Store Agreement.

4.4 With regard to Apps under a Free-of-Charge License, we are not obliged to provide for the measures set out in Sec. 312i para. 1 no. 1 - 3 of the German Civil Code (*Bürgerliches Gesetzbuch*).

5 NO WARRANTY OR GUARANTEE

5.1 The PLCnext Store 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 Store Services will be available at all times without any interruption.

5.2 None of our obligations under the PLCnext Store 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 PLCnext Store Agreement was concluded.

5.3 With respect to Apps, your warranty rights are subject to the relevant App Agreement.

6 YOUR USE OF THE PLCNEXT STORE SERVICES

6.1 You shall: (i) ensure that your use of the PLCnext Store Services will not constitute a threat to the security or functionality of the PLCnext Store Services and / or adversely impact us, our Affiliates, Developers, or any third party; (ii) before accessing the PLCnext Store 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; (iii) not interfere with or disrupt the integrity or performance of the PLCnext Store or other equipment or networks

connected to the PLCnext Store, and in particular not transmit any Customer Content containing viruses, Trojan horses or other programs that may damage software; and (iv) not use the PLCnext Store in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users' use of the PLCnext Store Services.

6.2   You shall: (i) before and at all times during the use of the PLCnext Store Services review and comply with any applicable law, in particular, at your own expense, obtain and maintain all necessary permits and registrations; (ii) not provide us with any Customer Content the use of which in accordance with the PLCnext Store Agreement results in a violation of applicable law, intellectual property, trade secrets, other third-party rights, or restrictions towards third parties, such as confidentiality obligations; (iii) not use the PLCnext Store Services for any purpose except as expressly permitted by the PLCnext Store Agreement; (iv) not translate, disassemble, decompile, reverse engineer, or otherwise modify or attempt to discover the source code of any software contained in the PLCnext Store (except to the extent permitted pursuant to applicable law or expressly permitted otherwise); and (v) ensure that your use of the PLCnext Store Services will not subject us, our Affiliates, Developers, or any third party to liability.

6.3   You shall inform us without undue delay: (i) if you become aware of any circumstances, and in particular of any incidents, indicating that: (a) the security and / or compliance standards pursuant to Sections 6.1 and 6.2 are possibly not satisfied, or (b) the use of a Developer App possibly presents risk of personal injury or to the security and stability of our, your, or a Developer's systems; (ii) about any measures of any authorities or court decisions which may possibly hinder use of any Customer Content in accordance with the PLCnext Store Agreement; (iii) about any change to your name or contact details; and (iv) if you learn of any unauthorised access to your Account or the PLCnext Store.

6.4   You shall state all information and data truthfully and completely and keep these up to date at all time (e.g. contact information).

6.5   You are solely responsible for the suitability, content, use, and quality of your Customer 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 Customer Content; and (ii) any document retention or archiving obligations resulting from applicable laws or your company policies.

6.6   You hereby declare that all Authorized Users who are technically enabled to submit declarations and / or notifications via your Account act on your behalf and have the capacity to bind you. Notwithstanding any additional responsibility under applicable law, as between you and us, you are solely responsible to ensure that any of your Authorized Users, employees, representatives, vicarious agents (*Erfüllungsgehilfen*), Affiliates, and third parties which you engage when making use of the PLCnext Stores, comply with the provisions of the PLCnext Store Agreement and applicable law.

7   LICENSING AND USE OF PHOENIX CONTACT APPS AND DEVELOPER APPS

7.1   Through the PLCnext Store, we enable you to order Phoenix Contact Apps and / or Developer Apps by entering into App Agreements (to be concluded separately between Phoenix Contact and Customer).

7.2   We may offer any App against payment of License Charges or under a Free-of-Charge License. In case of Developer Apps, we act as commission agent for the respective Developer who designates the price for such Developer App.

7.3   If you submit declarations through the PLCnext Store that are intended for a Developer, including without limitation declarations regarding the use of Developer Apps under App

Agreements, you hereby authorize us to forward the declarations and all necessary data relating to you, including but not limited to your contact data, to the applicable Developer.

7.4   The Phoenix Contact SLT are an integral part of each App Agreement.

7.5   We are entitled to remove any Developer App from the PLCnext Store at our own discretion. You acknowledge that a removal of the Developer App does not lead to any responsibility of us for the respective Developer App.

7.6   In accordance with applicable law (in particular the Digital Services Act (Regulation (EU) 2022/2065, "**DSA**")), we may provide a notification and complaint-handling system through which users (especially the Customer) of the PLCnext Store and third parties may report content (in particular Developer Apps) that they consider to be illegal. Misuse can lead to temporary suspension from such notification and complaint-handling system. Misuse includes: (i) submitting frivolous or unsubstantiated claims (this includes notifications or complaints that lack a factual basis or are not supported by any evidence, suggesting the user has not conducted a reasonable preliminary assessment of the content's legality); (ii) malicious intent (this includes notifications or complaints aimed at harassing content providers, disrupting their operations, or unfairly damaging their reputation, rather than addressing genuine legal concerns); (iii) systematic abuse (engaging in a pattern of submitting an excessive volume of notifications or complaints in a manner that suggests the primary intent is not to address specific instances of illegal content, but rather to overwhelm the system or cause inconvenience); (iv) misrepresentation of facts (knowingly providing false or misleading information within a notification or complaint to manipulate the outcome of the complaint-handling process); (v) avoidance of proper channels (utilizing the notification and complaint-handling system for issues that should be resolved through other means, such as customer service inquiries or disputes that do not pertain to the legality of content). Criteria for whether misuse will lead to suspension include: (i) the absolute number of misuses (in particular manifestly unfounded notices or complaints, submitted within a given time frame); (ii) the relative proportion of manifestly unfounded notices or complaints in relation to the total number submitted within a given time frame; (iii) the gravity of the misuses and of its consequences; (iv) where it is possible to identify it, the intention of the complainant. The duration of the suspension depends, in particular, on the severity of the misuse and the legitimate interests of the user (especially the Customer), including any fault and the degree of fault.

7.7   The ranking of the content displayed in the PLCnext Store (especially Developer Apps) is based on, in particular, search options entered by the user (especially the Customer) (e.g., search term, type, hard-ware, function, industry, sorting options). If the user (especially the Customer) has not specified any search or sorting options, the content is displayed in chronological order, with most recently uploaded content displayed first.

8   **PAYMENT AND INVOICING**

8.1   You shall pay all agreed charges as set out in the PLCnext Store and the respective App Agreement. Unless otherwise provided in the PLCnext Store or the respective App Agreement, this Section 8 applies.

8.2   Except as otherwise specified herein, charges are quoted and payable in Euro or any other currency we may enable from time to time. Payment obligations are non-cancellable, and charges paid are non-refundable.

8.3   Where your use of a Phoenix Contact App and / or Developer App is subject to License Charges in consideration of Phoenix Contact providing you with a Phoenix Contact App and/or Developer App under an App Agreement, we or a payment service provider will invoice to you all applicable License Charges and collect them on Phoenix Contact's behalf. In case of a

Phoenix Contact App, we collect the License Charges for Phoenix Contact's account. In case of Developer Apps, we collect the License Charges for the Developer's account.

8.4   All charges are due net and without any deduction within fourteen (14) days from the invoice date unless otherwise agreed. You are responsible for maintaining complete and accurate billing and contact information in the PLCnext Store. We may appoint a payment service provider with the collection of charges.

8.5   If any amounts invoiced hereunder are not received by us by the due date, then you shall pay interest on any outstanding amount overdue at the statutory rate applicable in Germany.

8.6   Unless otherwise stated, the charges do not include value added tax and other comparable 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 relevant services to you.

8.7   Under certain regulations, in particular cross-border transactions might be subject to the reverse charge mechanism. If applicable, we will invoice you without any value added tax and refer to the reverse charge mechanism in the invoice.

8.8   If you have provided any inappropriate information within the Registration process, and this information has led to the incorrect assumption that the reverse charge mechanism is applicable, and services have been invoiced without value added tax, you are liable to Phoenix Contact for all losses and / or damage caused by this assumption. In particular, you are liable for additional value added tax and costs incurred by Phoenix Contact with regard to the registration for value added tax purposes as well as further costs such as legal and other consulting fees.

8.9   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 the charges as invoiced by us shall remain unaffected. Therefore, as between the Parties, you shall pay to us the net amount of the charges 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.

8.10   You may not withhold or offset any payments, unless and until your corresponding claims are undisputed by us or have been 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) days' prior notice we may suspend the PLCnext Store Services on a temporary basis, until you have fully settled the amount withheld.

9   INTELLECTUAL PROPERTY

9.1   All rights, title, interest and know how in and to the PLCnext Store, Customer Content and any other information and content and any part and improvement of the aforementioned, other than those expressly granted in the PLCnext Store Agreement, shall remain wholly vested in the relevant Party or its third-party business partners and / or licensors.

9.2   You grant us, our Affiliates, and business partners a worldwide, non-exclusive, transferable, sub-licensable, royalty-free license to use, host, transmit, display, sub-license, and reproduce Customer Content for the purpose of providing the PLCnext Store Services in accordance with the PLCnext Store Agreement.

9.3   If you are deprived of your use of the PLCnext Store Services as permitted under the PLCnext Store 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 Store Services, or will at our sole discretion replace or modify the PLCnext Store Service so it becomes non-infringing; or, if such remedies are not reasonably available, we are entitled to terminate the

PLCnext Store 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 PLCnext Store.

10 INDEMNIFICATION

10.1 You will indemnify us and hold us harmless from and against any losses and / or damage (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 your use of the PLCnext Store Services violates the security and / or compliance standards pursuant to Sections 6.1 or 6.2, respectively; (ii) an allegation by a third party that any Customer Content infringes upon that third party's rights, including without limitation Intellectual Property Rights or privacy rights; (iii) any failure to comply with your obligations under Section 6; and / or (iv) a breach of the PLCnext Store Agreement and / or applicable law, including without limitation, export control law, by you.

10.2 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 PLCnext Store Agreement by us; and / or (b) any modification of the concerned Customer Content made by us or on our behalf.

11 WARRANTY

11.1 Subject to the warranty provisions of the relevant App Agreement and the limitations set forth in the Phoenix Contact SLT, you have the statutory warranty rights with respect to Apps.

11.2 As we act as commission agent in case of Developer Apps, we kindly invite you to directly contact the respective Developer for the fastest response time in case of a warranty situation. Please acknowledge that this recommendation does not affect your statutory warranty rights.

12 LIABILITY

12.1 Taking into consideration that the PLCnext Store Services are provided free of charge, notwithstanding this Section 12, the statutory provisions on liability under German law apply, which means that with regard to the free-of-charge PLCnext Store Services we are liable only for willful intent and gross negligence.

12.2 Except for claims based on willful intent, neither Party shall be liable for indirect or consequential damage, including but without limitation to loss of profit, loss of revenue, business interruptions and loss of goodwill.

12.3 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 provided under Section 6.5.

12.4 Except for claims under Section 12.1, any rights, claims and remedies for damages and indemnities arising out of or related to the PLCnext Store Agreement, whether in contract, tort or otherwise, shall expire no later than two (2) years.

12.5 Any limitations and exclusions of liability provided in these PLCnext Store Terms also apply to the benefit of any of our Affiliates, directors, employees, agents, business partners, 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 partners, sub-suppliers, sub-contractors and any other persons used by them.

13 PRIVACY

Each Party undertakes and agrees to comply with all privacy laws, regulations and requirements, or the like, that apply to the performance of each Party's obligations under the PLCnext Store 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 any 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 PLCnext Store Agreement.

14.2 The confidentiality obligations of this Section 14 shall not apply if you can prove that: (i) the relevant information is generally known or later became known through no fault of yours; (ii) you already knew same information before the obligation to maintain secrecy or same information itself 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 respective Affiliate; 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 any further request to do so after the termination of the PLCnext Store 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 these PLCnext Store Terms.

15 EXPORT CONTROL

15.1 You shall before, and at all times in connection with, the use of the PLCnext Store Services and other services review and guarantee by appropriate measures that: (i) you comply with any applicable national, supranational 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 / a sanctions program imposed by the European Union, the United Nations or the United States of America; (iii) in particular, but not limited to, you will not use the PLCnext Store 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) during the term of the Agreement, you are: not subject to national, supranational or international sanctions, in particular of the European Union and the United States of America, neither directly or indirectly owned (50% or more in the aggregate) nor controlled in any way, whether directly or indirectly, by a legal or natural person subject to aforementioned sanctions, nor are you acting on behalf or on account of such person.

15.2 If you transfer items (hardware and / or software and / or technology as well as corresponding documentation, regardless of the mode of provision) by using the PLCnext Store 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 export control classifications arising from aforementioned regulations by indicating the appropriate export control list number, e.g. an ECCN (Export Control Classification Number).

15.3   Upon request by us, you shall promptly provide us with all necessary information to perform investigations relating to (re-)export control regulations.

15.4   Section 15.1 - 15.3 do 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 Section 7 of the German Foreign Trade and Payments Ordinance, (ii) in so far as this would result in a violation of Article 5 of Council Regulation (EC) No 2271/96 or (iii) 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.

15.5   We shall not be obligated to fulfil the PLCnext Store Agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade requirements, including any embargoes or other sanctions.

16   TERM AND TERMINATION

16.1   The PLCnext Store Agreement takes effect upon Registration and runs for an unlimited period. The PLCnext Store Agreement can be terminated for convenience by either Party upon one (1) months' notice before the end of the respective month unless otherwise agreed on by the Parties.

16.2   Either party may terminate the PLCnext Store Agreement for cause. Events that entitle us to terminate for cause include, in particular but 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 relevant 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 relevant Agreement by you; (iv) our obligation to comply with applicable law or requests by a governmental body; (vi) a change in control of you and / or any of your Affiliates which, as suggested by objective reasons, adversely affects our position, rights or interests; and (vii) the termination or expiration of our contractual relationship with a supplier for the provision of the PLCnext Store or material software and / or services, rendering the continued provision of the PLCnext Store by us impossible or unreasonable.

16.3   Unless otherwise agreed, termination of any App Agreement does not affect the PLCnext Store Agreement. Unless otherwise agreed, termination of the PLCnext Store Agreement does not affect any App Agreement.

16.4   Notwithstanding Section 16.2, we are entitled to terminate the PLCnext Store Agreement and / or all App Agreements if you: (i) materially or repeatedly breach several App Agreements and / or (ii) materially or repeatedly breach any individual App Agreement, where this breach would make it unreasonable for us to continue the PLCnext Store Agreement.

16.5   All termination rights must be exercised by written notice to the other Party.

16.6   Upon the termination of the PLCnext Store Agreement, regardless of the reason: (i) we are entitled to permanently suspend access to the PLCnext Store and to discontinue provision of any PLCnext Store Services under the PLCnext Store Agreement; and (ii) you are obliged to cease all use of the PLCnext Store Services. As you will not be able to access the download

links for Apps you purchased from us after the termination becomes effective, please back-up any files and activate unused licenses before termination, if needed. Any terms or conditions of the Agreement which by their express terms extend beyond the termination or expiration of the PLCnext Store 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 PLCnext Store Agreement.

17 AMENDMENTS TO THE AGREEMENT

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 Store Services in accordance with Section 4.2 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 with these 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 PLCnext Store Agreement in text form with effect upon the expiry of the notification period at the earliest if the continuance of the PLCnext Store 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.

18 FINAL PROVISIONS

18.1 The PLCnext Store 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 PLCnext Store Agreement, in whole or in part, and/or its rights and obligations hereunder, without your consent or extend the PLCnext Store Agreement to any of our Affiliates, or to a third-party successor with respect to all or part of the business to which the relevant 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 relevant Agreement relates; and/or (iii) in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution or any other type of business combination or business reorganization, including without limitation, the establishment of joint venture companies and/or otherwise.

18.2 Any amendments as well as supplements to the PLCnext Store Agreement must be in writing in order to be effective. A waiver of form shall be effective only if agreed upon in writing.

18.3 Whenever notice by email is sufficient, as expressly set forth in the PLCnext Store Agreement, 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 most recently updated by you. If the PLCnext Store Agreement requires a notice or a document to be "in writing" or "in written form", notice by email shall be sufficient unless (1) expressly stated otherwise or (2) the relevant notice concerns the termination of this Agreement, in this case notice by e-mail is only sufficient if a PDF file of a signed document is attached. For the avoidance of doubt, other electronic communication shall not qualify as a written notice or document.

18.4 This Customer Terms for the PLCnext Store constitutes the entire understanding of the Parties regarding the subject matter hereof. Any other general terms and conditions of the Parties shall not apply, even if printed on or referenced by a form used in connection with the relevant Agreement.

18.5   Neither Party shall be liable for any failure or delay in its performance under the PLCnext Store Agreement due to Force Majeure, provided that the delayed Party: (i) gives the other Party notice of such cause without undue delay; and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in its performance.

18.6   Any disputes arising out of or in connection with the PLCnext Store 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.

18.7   The PLCnext Store 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 and Section 305 - 310 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not be applicable to the Agreement.

Status: July 2024