

PLCnext Store United States Terms and Conditions

These PLCnext Store Terms are entered into by and between You and Phoenix Contact. These PLCnext Store Terms govern your access to and use of the PLCnext Store, including any content, functionality, and services offered on or through the PLCnext Store. Please read these PLCnext Store Terms carefully before you access the PLCnext Store. **By accessing or using the PLCnext Store, you accept and agree to be bound and abide by these PLCnext Store Terms.** If you do not want to agree to these PLCnext Store Terms, you must not access or use the PLCnext Store.

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 the open automation platform PLCnext Technology 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 an App concluded between Phoenix Contact and Customer subject to the terms and conditions of the 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 should reasonably be understood to be the confidential information of Phoenix Contact, including (without limitation), any information and materials obtained by the Customer in connection with the PLCnext Store Agreement and the Customer’s receipt of Services thereunder, including, but not limited to, the PLCnext Store and its underlying technology, information regarding Phoenix Contact’s, or its Affiliates’ and business partners’, business strategies and practices, methodologies, trade secrets, know how, pricing, technology, software, APIs, product plans, services, and client lists, and information regarding Phoenix Contact’s employees, clients, vendors, consultants and Affiliates.
- “Developer”** means the person or entity other than Phoenix Contact developing an App, which is distributed 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 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 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, 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 USA, Inc.
“PLCnext Store”	means the PLCnext Store operated by Phoenix Contact.
“PLCnext Store Agreement”	means the agreement between Phoenix Contact and Customer for Customer’s access to and use of the PLCnext Store consisting of these PLCnext Store Terms and all documents referenced herein.
“PLCnext Store Terms”	means these present terms of use between Phoenix Contact and a Customer regarding the Customer’s access to and use of 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.
“Services”	means the services provided by Phoenix Contact under the PLCnext Store Agreement.
“SLT”	means the “Software License Terms” of Phoenix Contact applicable whenever Customer purchases an App.
“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 upon a successful Registration. 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 Apps. In case of Apps created by a Developer, we act solely as agent for the Developer and distribute a Developer App in our own name but on behalf of the respective Developer.
- 2.4 The Services and the offer to purchase Apps through the PLCnext Store are aimed only at natural and/or legal persons, entities, or partnerships that use the Services and purchase the Apps in exercise of their commercial or self-employed professional activities (entrepreneurs).
- 2.5 Notwithstanding Section 2.4, in the course of the Registration process for the PLCnext Store, we will request certain account information, including (without limitation), whether the Customer is acting: (a) in their own name and for the account of their 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 and you represent that you are at least eighteen years of age. In case of (b), (i) the PLCnext Store 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 they are authorized to conclude the PLCnext Store Agreement on behalf of the legal entity that they represent 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 applicable tax identification documentation as well as its verification of validity by us or the payment service provider or proof of commercial business activity as may be required 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 Apps provided by us.
- 2.8 Services provided under the PLCnext Store Agreement do not include: (i) any authorization to use or access Apps; (ii) the establishment of your System Requirements, including the provision of any hardware, software, and/or services necessary to use the PLCnext Store; (iii) the hosting of Apps for you once you have purchased the respective App; (iv) the transmission of Apps and any other data to and from the WAN exit of the data center on which the respective services are provided; or (v) rights to access or use 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 hardware 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 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 and 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, redistribute, remarket, make available to the public, use for service bureau purposes, use on a timesharing basis, or otherwise make any 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 are entirely responsible for maintaining the confidentiality and security of your login credentials, and you are solely responsible and liable for any and all activities that occur under your Account(s), including any breach of the PLCnext Store Agreement, by you and/or an Authorized User, or by any third parties where such activities could have been prevented by you when exercising reasonable 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 SERVICES

- 4.1 We may at any time make changes or updates to our websites and the 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 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 Services and/or System Requirements are necessary, including (without limitation) in order to avoid: (a) any threat to the security or functionality of the Services; (b) any adverse impact on you, us, your or our Affiliates, Developers, or any third party, including without limitation, any risk of property damage or personal injury; and/or (c) subjecting you, us, your or our Affiliates, Developers, or any third party to liability. If reasonably able, we will notify you of such changes in advance or within a reasonable time after such changes. Also, we are entitled to suspend such free-of-charge Services, in whole or in part, at any time at our discretion without giving any reasons.
- 4.2 We may engage any of our Affiliates and any other third parties for and in connection with the provision of Services.

5 NO WARRANTY OR GUARANTEE

- 5.1 The Services are provided "as is". We are not obligated to provide certain functionalities or fulfill any other requirements. We do not warrant that the Services will be available at all times without any interruption. You understand that we cannot and do not guarantee or warrant that files or Apps available for downloading from the internet or the PLCnext Store will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.
- 5.2 OTHER THAN WITH RESPECT TO ANY EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PHOENIX CONTACT EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE PLCNEXT STORE AGREEMENT WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT FURTHER, TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR

OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLCNEXT STORE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLCNEXT STORE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

- 5.3 YOUR USE OF THE PLCNEXT STORE, ITS CONTENT, AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY DEVELOPER APPS, IS AT YOUR OWN RISK. THE PLCNEXT STORE, ITS CONTENT, AND ANY SERVICES OR APPS OBTAINED THROUGH THE PLCNEXT STORE ARE PROVIDED ON AN "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PHOENIX CONTACT NOR ANY PERSON ASSOCIATED WITH PHOENIX CONTACT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLCNEXT STORE OR THE APPS OR REPRESENTS OR WARRANTS THAT THE PLCNEXT STORE, ITS CONTENT, OR ANY SERVICES OR APPS OBTAINED THROUGH THE PLCNEXT STORE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLCNEXT STORE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLCNEXT STORE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 5.4 To the extent any Developer elects to provide additional warranty rights for an App, such warranty rights shall be set forth by the Developer in the relevant App Agreement. Phoenix Contact makes no representation or warranty with respect to any Developer Apps made available through the PLCnext Store.

6 YOUR USE OF THE SERVICES

- 6.1 You shall: (i) ensure that your use of the Services will not constitute a threat to the security or functionality of the 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 Services.
- 6.2 You shall: (i) before, and at all times during, the use of the Services, review and comply with all applicable laws, in particular, by obtaining and maintaining (at your own expense) 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, our intellectual property rights, rights to our trade secrets, any third-party rights, or restrictions towards any third parties, such as confidentiality obligations; (iii) not use the 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; (v) ensure that your use of the Services will not subject us, our Affiliates, Developers, or any third party to liability; (vi) not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the PLCnext Store; (vii) not, directly or indirectly, modify copies of any materials from the PLCnext Store, including Apps, or make any derivative works of the PLCnext Store or any Apps; (viii) not, directly or indirectly, delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the PLCnext Store; (ix) not, directly or indirectly, copy, sell, redistribute, rent, lease or otherwise access or use for any commercial purposes any part of the PLCnext Store, including any Apps; (x) not incorporate the PLCnext Store, the Apps, or any portions of the foregoing into another product or service; or (xi) not export, re-export, transfer and/or release the Apps, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization.
- 6.3 You shall inform us without immediately: (i) if you become aware of any circumstances or incidents, indicating that: (a) the security and/or compliance standards pursuant to Sections 6.1 and 6.2 are not satisfied, or (b) the use of a Developer App presents risk of personal injury or property damage

or to the security and stability of our systems 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 represent and warrant that all information and data that you provide to us hereunder is provided accurately, truthfully, and completely, and, you shall immediately inform us of any changes to such 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 represent and warrant that all of your Authorized Users are authorized to act on your behalf and have the capacity to bind you. You are solely responsible to ensure that any of your Authorized Users, employees, representatives, agents, 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.
- 6.7 The PLCnext Store is offered and available to users who are eighteen (18) years of age or older and reside in the United States or any of its territories or possessions. By using the PLCnext Store, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet all of these requirements, you must not access or use the PLCnext Store.

7 LICENSING AND USE OF APPS

- 7.1 Through the PLCnext Store, we enable you to order Apps by entering into App Agreements. To the extent an App is provided by a third-party Developer, the Developer is solely responsible for such Developer Apps, and all terms governing the use of the Developer Apps shall be set forth in an applicable App Agreement. Phoenix Contact makes no representation or warranty as to use of the Developer Apps, and Phoenix Contact shall no liability for Customer's access and use of such Developer Apps.
- 7.2 With respect to any Developer Apps, we act as commission agent for the respective Developer and the Developer designates the price for such Developer App.
- 7.3 If you submit any feedback or information through the PLCnext Store that are intended for a Developer, including without limitation feedback regarding the use of Developer Apps under App Agreements, you hereby authorize us to forward the feedback and all necessary data relating to you, including but not limited to your contact data, to the applicable Developer.
- 7.4 We may remove any App at any time from the PLCnext Store at our sole discretion and without notice or any liability to Customer

8 PAYMENT AND INVOICING

- 8.1 You shall pay all agreed charges as set forth 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 for payment requirements to Phoenix Contact.
- 8.2 Except as otherwise specified herein, charges are quoted and payable in U.S. dollars or any other currency that we may authorize from time to time. Payment obligations are non-cancellable, and charges paid are non-refundable.
- 8.3 Where your use of an App is subject to License Charges we, or a payment service provider, (i) will invoice to you all applicable License Charges and collect them on Phoenix Contact's behalf, or (ii) if you provide us with your applicable ACH debit and/or credit card information for payments hereunder, will automatically process for payment the amounts you are required to pay hereunder. With respect

to any Developer Apps, we collect the License Charges on the Developer's behalf. You hereby authorize Phoenix Contact or its affiliates to charge your credit card or debit your applicable ACH account, from time to time, for amounts owed to Phoenix Contact (or Developer, as applicable) pursuant to and in accordance with the PLCnext Store Agreement.

- 8.4 All charges are due immediately from the invoice date or other designated due date, unless otherwise agreed. You are responsible for maintaining complete and accurate billing and contact information in the PLCnext Store. You shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall reimburse Phoenix Contact for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under the PLCnext Store Agreement or at law (which Phoenix Contact does not waive by the exercise of any rights hereunder), Phoenix Contact shall be entitled to suspend access and use of the PLCnext Store if you fail to pay any amounts when due hereunder.
- 8.5 Unless otherwise stated, the charges do not include value added tax and other comparable taxes, and you are responsible for paying all such taxes. We will invoice you or automatically process payment in accordance with Section 8.3 (as applicable), and you shall reimburse us for any such taxes charged to us by any governmental authority in connection with providing the Services to you.
- 8.6 You may not withhold or offset any payments due hereunder. If you withhold or offset any payments or do not make any payment when due hereunder, we may suspend the Services until you have fully paid all amounts due, including applicable charges and late fees.

9 INTELLECTUAL PROPERTY

- 9.1 All rights, title, interest and know how in and to the PLCnext Store, Apps, 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 Phoenix Contact or its third-party business partners and/or licensors (as applicable).
- 9.2 All rights, title, and interest in and to your Customer Content shall remain the property of you, provided that, you hereby grant us, our Affiliates, and business partners a perpetual, 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 Services, the PLCnext Store and our associated websites in accordance with the PLCnext Store Agreement.

10 INDEMNIFICATION

- 10.1 You will indemnify us and hold us harmless from and against any losses and/or damage, and defend us and our Affiliates, as well as the directors, officers, employees, and agents of us and our Affiliates (both in and out of court) at your own cost against any losses, damages, claims, judgments, fines, penalties, settlements and costs (including, but not limited to, reasonable attorneys' fees) 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 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 or User Contribution 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; (iv) a breach of the PLCnext Store Agreement and/or applicable law, including without limitation, export control law, by you; (v) your or your Authorized Users or Affiliates actions or omissions to act; or (vi) your or your Authorized Users or Affiliates negligence or willful misconduct.
- 10.2 We will: (i) give you reasonable written notice of such claim; and (ii) provide to you, at your cost, all reasonable assistance to defend such claim. You shall not settle or acknowledge any claim without our prior written consent.

11 USER CONTRIBUTIONS

- 11.1 The PLCnext Store may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow

users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the PLCnext Store.

- 11.2 All User Contributions must comply with these PLCnext Store Terms, including the content standards set forth in Section 6.
- 11.3 Any User Contribution you post to the PLCnext Store will be considered non-confidential and non-proprietary. By providing any User Contribution on the PLCnext Store, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.
- 11.4 You represent and warrant that:
- (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.
 - (b) All of your User Contributions do and will comply with the PLCnext Store Agreement
- 11.5 You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Phoenix Contact, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 11.6 We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user on the PLCnext Store.

12 LIMITATION OF LIABILITY

- 12.1 IN NO EVENT SHALL PHOENIX CONTACT'S LIABILITY HEREUNDER, IN ANY 12 MONTH PERIOD ("CONTRACT YEAR"), EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE FEES PAID OR PAYABLE BY YOU TO PHOENIX CONTACT DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR OR TEN DOLLARS (\$10.00). NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCE WHATSOEVER SHALL PHOENIX CONTACT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY.
- 12.2 Any 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 from the date any applicable claim arose.
- 12.3 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, sub-contractors, 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, subcontractors 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 not disclose Confidential Information to any third party, except as expressly provided herein. You may disclose Confidential Information only to those employees and/or other personnel who have a need to know of the Confidential Information in connection with the PLCnext Store Agreement, and who

are bound to confidentiality by their employment contract or other agreement that is 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 to the public or later became known through no fault of yours or your Affiliates or Authorized Users; (ii) you already knew the same information before the obligation to maintain secrecy or such information itself was verifiably developed by you independently; (iii) the information was supplied to you by a third party without an obligation to maintain secrecy; (iv) the information was released in writing to the public 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 upon the termination of the PLCnext Store Agreement, or upon our prior request in writing. 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 applicable law, provided however that during the retention period provided by such applicable law this Confidential Information and/or the copies thereof are subject to the continued 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, the Services and related 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 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) you will not use the PLCnext Store or Services or related 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: (i) not subject to national, supranational or international sanctions, in particular of the European Union and the United States of America, and (ii) 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 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 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 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 continues in effect until terminated in accordance with these PLCnext Store Terms. The PLCnext Store Agreement can be terminated for convenience by either Party upon thirty (30) days' prior written notice, unless otherwise agreed in writing by the Parties.
- 16.2 Either party may terminate the PLCnext Store Agreement for cause in the event of: (i) acts or omissions by you that entitle us to a Suspension for a continuous period of at least thirty (30) days; (ii) a

party's 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) our obligation to comply with applicable law or requests by a governmental body; (iv) a change in control of you and/or any of your Affiliates; and (v) the termination or expiration of our contractual relationship with a supplier or applicable Developer 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 in writing, termination of any App Agreement does not affect the PLCnext Store Agreement, and termination of the PLCnext Store Agreement does not affect any App Agreement.
- 16.4 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 Services under the PLCnext Store Agreement; and (ii) you are obliged to cease all use of the Services. As you will not be able to access the download links for Apps you purchased from us after the termination becomes effective, it is your sole responsibility to back-up any files and activate unused licenses periodically. 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, including Sections 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, and 19.

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 Services in accordance with Section 4.1 may require an Update of Terms. If reasonably able, we will inform you about any Update of Terms by giving you advance notice and/or by providing you with these Updated Terms, e.g. by email and/or with a notice posted in the PLCnext Store. The Updated Terms shall become binding upon notice. If you object to the Updated Terms, you shall immediately notify us of such objection and immediately cease access and use to the PLCnext Store. Upon receipt of your notice of objection, we may immediately terminate the PLCnext Store Agreement with you.

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 you without the prior written consent of Phoenix Contact.
- 18.2 Except as otherwise set forth herein, any amendments or supplements to the PLCnext Store Agreement must be in writing and signed by both Parties in order to be effective. A waiver of form shall be effective only if agreed upon in writing.
- 18.3 If, any provision of the PLCnext Store Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder hereof shall not in any way be affected or impaired thereby.
- 18.4 Neither Party's failure to enforce strict performance of any provision of the PLCnext Store Agreement will constitute a waiver of a right to subsequently enforce such a provision. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of the PLCnext Store Agreement.
- 18.5 The Parties are independent contractors, and nothing in the PLCnext Store Agreement or the performance of the Services shall be considered to create a partnership, joint venture or similar relationship between the Parties.
- 18.6 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.

- 18.7 This PLCnext Store Agreement 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.
- 18.8 Neither Party shall be liable for any failure or delay in its performance under the PLCnext Store Agreement due to Force Majeure.
- 18.9 The Parties will use reasonable efforts to resolve amicably any disputes that may relate to or arise under the PLCnext Store Agreement. Any disputes that cannot be resolved will be settled exclusively by arbitration, conducted in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Dauphin County, Pennsylvania (the "**Arbitration**"); however, either Party may seek injunctive relief from any court of competent jurisdiction. The following specific provisions will also apply to the Arbitration: (i) the proceedings will be held before a panel of three (3) arbitrators; (ii) the arbitrators will apply the law chosen above; (iii) the prevailing Party will be entitled to recover, in addition to any other amounts awarded, its reasonable attorney's fees, costs, and expenses; (iv) the costs of the Arbitration (other than the Parties' costs and expenses) will be allocated among the Parties in the discretion of the arbitrators; and (v) the decision of the arbitrators will be in a writing stating the facts and law upon which the decision rests and will be given no later than ten (10) days following the conclusion of the necessary hearings. The Arbitration award will be final, non-appealable and bind the Parties, and any court having jurisdiction can enter judgment upon the award.
- 18.10 The PLCnext Store Agreement, and all matters arising out of or related to the PLCnext Store Agreement, except actions arising under the patent and copyright provisions of the U.S. Code, shall be governed by the laws of the Commonwealth of Pennsylvania. The Parties agree that the PLCnext Store Agreement is not subject to and shall not be interpreted by the United Nations Convention on Contracts for the International Sale of Goods.

Status: March 2022