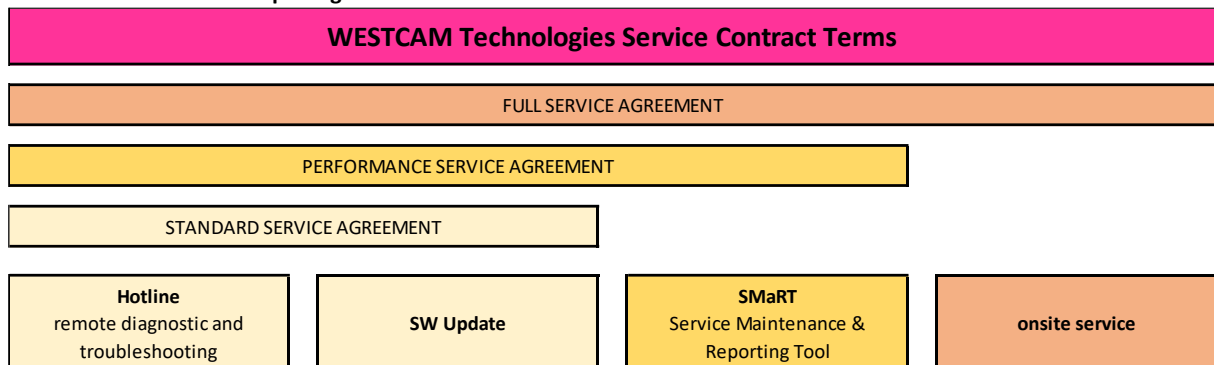


WESTCAM Technologies GmbH

SCT Service Contract Terms v21.2

1. Overview service contract packages



2. Preamble

This service contract regulates the basic services and obligations between the Client and the Contractor WESTCAM Technologies GmbH (hereinafter referred to as WTE) as a framework agreement.

The service packages selected by the Client, relating to one or more WTE machines and SW products or services as well as the corresponding service fees, are transmitted to the Client in the form of an offer and come into force from the time of the initial order.

The decisive factor for the quality of the hotline is that questions can be answered quickly and competently. Cost-intensive downtimes can thus be kept as short as possible.

For this purpose, we offer a team of specialists with industry-specific expertise, which is available for problem solving within the framework of this service agreement.

Please note that only WESTCAM Technologies original spare parts and accessories that have been qualified by WESTCAM Technologies may be used in WESTCAM automation systems.

The use of unapproved spare parts or accessories can lead to damage to the automation equipment. WESTCAM is not responsible for any damage or consequences caused by unqualified spare parts or accessories.

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3. Service packages

3.1. Hotline

3.1.1. Service specifications

The hotline includes a remote maintenance service to maintain the operational readiness of the client's systems and to eliminate problems occurring in the system, without, however, excluding any interruption of operational readiness.

The maintenance contract does not include problems that can only be solved by reprogramming essential parts of the program in question or hardware modification and/or only by on-site use. If it is possible to remedy or circumvent individual problems at short notice, insofar as it is necessary to maintain the use of the system until the new program version is installed, this will be done at the client's request in the course of a separately billed order.

After WTE has received a support request from the client for a specific system, WTE carries out the maintenance by the central client service via telephone, e-mail or Internet remote maintenance using remote maintenance software. Central client service is provided by telephone or by transmitting information and documents via a telecommunications connection. The client provides an internet connection at his own expense, which enables WTE to log in for the purpose of remote maintenance.

WTE will also seek to resolve problems if there is a suspicion that the problem was caused by third-party suppliers, hardware components or software parts. In such a case, WTE supports communication and coordination with the responsible suppliers (hardware and software) until the problem is localized and can be resolved. Services invoiced by third parties are to be paid for by the client.

3.1.2. Problems will be solved with the following priorities:

Priority high: Problems that lead to a standstill of machines, systems or software

Priority Medium: Critical problems that allow limited work but lead to impairment in operation

Low Prio: Problems that do not affect ongoing operations or only slightly, or if a workaround exists to avoid problems. Troubleshooting will take place with the next SW update or at the next commissioned on-site service call.

The above priorities do not apply to operations related to re-installation or new installation after a complete software loss, or after a disaster situation. In such cases, the assignments and appointments will be agreed separately between the client and WTE.

Without a complete error description, the priority is automatically set to "Low". See point 3.1.4 "Mandatory written error report"

3.1.3. Hotline initial contact – **exclusively** via 1st Level support

You can reach our Hotline -Team via telephone

+43 (5223) 555 09-500

or via Support-Mail

support.technologies@westcam.at

Hotline inquiries must be made exclusively via the 1st level support via hotline telephone number or hotline contact email address.

Direct contact with WTE technicians will be forwarded to 1st level support and processed by the hotline team.

3.1.4. Mandatory written error report

The processing speed of the problem resolution depends largely on the quality of the error message by the client. If possible, error codes, screen shots and a brief description of the problem, and the assumed cause as well as its effect on operation should be provided. Please use the Hotline/Support "Quick Reference" sheet for this purpose.

3.1.5. Hotline hours

The hotline of WESTCAM Technologies can be reached as following:

Monday to Thursday

from 9:00 to 12:00 a.m. and from 02:00 to 04:00 p.m. (CEST/CET)

Friday

from 9:00 to 12:00 a.m. and 02:00 to 03:00 p.m. (CEST/CET).

The response time of the WTE hotline service is one (1) Austrian working day within the hotline times.

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3.1.6. *Hotline not available*

No hotline service is provided on public holidays in Austria and during company holidays of Westcam Technologies GmbH. Company holidays are notified to the client in writing.

Hotline requests outside of hotline hours will be invoiced with appropriate surcharges according to expenditure. This does not give rise to an entitlement to benefits outside the defined times.

3.1.7. *Communication*

The transaction is carried out in German or English

3.1.8. *Services NOT included*

- Services outside the hotline hours
- Damage and malfunctions caused by a hardware/software product not supplied by WTE or caused by programming and integration work on the WTE SW by the client.
- Support Expenses for the restoration of data and programs that arise as a result of the client's failure to comply with regular backup obligations.
- The elimination of malfunctions and damage caused by incorrect operation, improper handling on the part of the client, by the action of third parties or by force majeure.
- Damage and disturbances caused by environmental conditions at the installation site, by faults or non-performance of the power supply, faulty hardware or other influences for which WTE is not responsible.

3.2. **SW Update**

3.2.1. *Service description*

Regular software updates and new releases

By concluding the Service Agreement, the Client is entitled to the latest software versions and all available updates that appear within the maintenance period. The installation of the updates and installation must be carried out by WESTCAM technicians. The installation is part of the service contract. The timing must be agreed with WTE and the timing must be scheduled.

Elimination of errors in the software to be maintained

The Client is entitled to improvements and enhancements of the functions contained in the Licensed Software resulting from the further development of the Standard Software. The prerequisite for this is an uninterrupted service contract agreement since the introduction of the software, without a valid agreement the updates and new developments need to be purchased.

SW Updates apply to software that is used in accordance with the original provisions and on the intended systems with the intended operating software. If these conditions change, the supplements must be adjusted accordingly for a fee, whereby WTE reserves the right not to renew the applicable supplements. Such a partial withdrawal shall not affect the remaining service contract points.

3.2.2. *Obligation of the client to cooperate*

WTE software is available for the current operating system and the previous version. In the event of system discontinuations, it is the client's responsibility to upgrade to a current, non-discontinued version. The costs and risks of an upgrade are borne by the client. WTE can carry out the upgrades for the client in the course of a SW update against payment.

3.2.3. *Not included services*

- Customized requirements and client-side change requests are excluded
- Training for operating personnel or maintenance personnel
- Work on site at the client's site
- System upgrades of third-party software and operating systems (e.g. Windows operating system, Siemens PLC, robot software,...) as well as the migration of WTE SW to these new systems

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3.2.4. Definition of terms

- Patch
A patch (bug fix) is the targeted correction of an error by replacing the software or parts of the software.
- Update
An update is an update of the software to fix bugs in the software or to make minor changes. An update usually brings little or no new functionality.
- Upgrade
An upgrade brings new functionality to the software. As part of the service contract, SW upgrades to the WTE software are included, as long as the upgrades are not client-specific developments.
- Migration
Necessary SW updates/upgrades to WTE software, which are initiated by third-party software used in the plants and machines. For example: Windows operating system, Siemens PLC system, Stäubli system, EPSON system and other upgrades are not part of the service contract. In these cases, the client will receive an offer for a system upgrade including the latest update/upgrade of the WTE software. This may also incur hardware costs, which are also not part of the service contract.

3.3. SMART – Service Maintenance and Reporting Tool

3.3.1. Service features

- predictive maintenance
- lifecycle reporting
- production reporting

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3.4. Maintenance / Onsite Service

3.4.1. Service description

On-site service assignments are charged according to the applicable daily rates and travel expense guidelines.

Individual agreements are possible as part of the bidding process for the service contract.

During maintenance, all important components are checked on site. After consultation with the client, the WTE service expert proactively replaces typical wear elements in order to sustainably increase the availability of the systems. The onsite service includes:

- System analyses
- Hardware cleaning and control
- Hardware updates if necessary
- Inspection of cameras and sensors
- Setup and functional analysis
- Maintenance Protocol and Inspection Sticker

If there are any malfunctions or repairs required to your system, please let us know in advance. If the need for repair is detected during maintenance, our service expert will contact you. Additional spare parts and effort may be invoiced separately.

WTE is entitled to use third parties for the services or to have them carried out by third parties.

3.4.2. NOT included services

- Wear elements, spare parts and consumables will be charged separately to the client.
- Maintenance on installed equipment from third-party suppliers, such as robots and labeling devices. The service regulations of the respective manufacturer apply here.

WTE undertakes to provide maintenance services within the agreed framework. Delays due to force majeure, such as strikes, operational disruptions, official regulations, or other occasions and incidents for which WTE is not responsible, entitle WTE to postpone the appointments by the duration of the hindrance plus a reasonable start-up period. WTE is not liable for any advance services provided by the client. Any other compensation or claims by the client or third parties are excluded.

4. Service obligations

WTE undertakes, during the term of the service contract, that the machines, including the software, will be retained in their intended use. This obligation shall expire if the Client has made his own modifications to the machines or to the licensed programs or has made additions that have not been agreed upon. Further more when the SW licenses have been transferred to other hardware or operating software without the knowledge and/or consent of WTE, or if hardware or software changes have been made or changes have been made to the communication channels and if in connection with the installation of new third-party applications or client-owned applications the WTE software works incorrectly or will be damaged. In these cases, WTE may charge for the resolution of the problems independently of the service contract. If this is no longer possible, then WTE has no obligation to provide the service contract points. If the service contract is terminated by the client or WTE as a result, service contract fees already paid will be forfeited in favor of WTE. Expenses incurred - even if they were not successful - will be invoiced.

5. Not included services

- Maintenance service for system parts that are not part of the latest product version made publicly available by WTE or for part versions made available immediately before the latest product version.
- Services on systems, machines, or parts thereof as well as software versions that have been discontinued in writing by WTE.
- Delivery and installation of spare parts and hardware components, on-site services and travel expenses, as well as training.
- Excluded are the implementation of requirements from client change requests.

Of course, we support you with user-specific system adjustments, installations, maintenance work and programming, or problems that arise due to client non-compliance with the instructions contained in the application documentation of the programs, other forms of incorrect operation or negligent or intentional damage or modification of the entire system. These services are not included in the service contract and are charged separately according to "hotline by call" according to expenditure, or implemented on the basis of a client-specific offer.

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6. Billing rates, expenses for work at the customer's premises (service, training, etc.)

As of 01/2023 (subject to price adjustments and annual index adjustment)

- Travel costs per km á € 1.60 incl. travel time
- Flight or train costs as per expenditure plus travel time € 85.- per hour
- Overnight stay € 120.-
- Technician hour € 182.50 per hour
- „Hotline by Call“ € 1.650.- (see 9.)

7. Payment terms

Service contract fees are invoiced one month in advance, but no later than at the beginning of the term, and must be paid by January 1 of the beginning service contract year. Until payment of the full contract fee, WTE's obligation to provide services under this service contract shall be suspended. Inquiries will subsequently be charged according to the "Hotline by Call" provision. (see point 9)

In the event of default of payment by the client, the service contract will continue to exist and the client will continue to owe the corresponding fees.

Invoices will be sent to the address listed in the Service Contract Quote. This can only be a different address if it is the same legal entity or if a different invoice recipient agrees in writing to pay the expected invoices. In any case, however, the client is considered the debtor for unpaid invoices.

8. Agreement terms

8.1. Term / extension

The service contract comes into force on the date of the order confirmation and runs at least until the end of the first following year.

The term is concluded indefinitely and is automatically extended every year, unless the client declares the termination in writing to WTE with a notice period of three (3) months to the end of the year.

8.2. Termination

The Client may give WTE a written notice of termination with a notice period of three (3) months to the end of the year. In the event of termination by the client, all service contract fees paid will be forfeited in favor of WTE.

With the termination, the client loses the right to the latest SW licenses and thus the latest functions in the course of the SW updates/upgrades. In the event of interruption and termination, these licenses expire and the SW reverts to the original license in the state at the time of purchase of the system (permanent license).

WESTCAM reserves the right to terminate the Service Agreement with a notice period of one (1) month.

8.3. Re-certification

If a service contract has been terminated or not renewed by the client, the system must be recertified before concluding a service contract. A re-certification fee of € 2,920.- for each system is due for this, plus travel time and travel expenses. If necessary, absolutely essential repairs will be invoiced separately. The WTE service technician carries out a technical inspection on site.

A negative result of the technical inspection means that the machine is not in good condition and needs to be repaired before the machine is re-certified.

In this case, the client has to carry out a fee-based SW upgrade, or buy service times from previous years without an service contract.

9. Hotline services WITHOUT a valid service agreement – „Hotline by Call“

If the service contract has been terminated or if there is no contract, "Hotline by Call" comes into play, i.e. a lump sum of € 1,650.- will be charged for each support case. With this, the client acquires an 8-hour hotline support contingent. If more than 8 hours are required to resolve the support case, an additional € 1,650.- (net) will be charged as a lump sum for each additional working day or part thereof.

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10. Data backup

WTE is not responsible for client-owned data. Any warranty on the part of WTE is excluded for this data. If data has to be mutated by WTE, this is generally subject to a fee.

The client is responsible for the periodic backup of the software and the data. WTE recommends keeping these backups off-site, or at least ensuring that the software and data can be reused in the event of software or data loss, or after a disaster situation. WTE helps the client to reinstall the system on the same systems with the same operating software in exchange for a charge for the services. If a new installation is necessary, WTE's cooperation is limited to the installation of the current release of the software it has supplied. The processing and restoration of data, such as system parameters, text preserves, master data or data of any kind is not the subject of maintenance and support services and will be invoiced separately.

11. Provision of software / Source-Code

The creation or transfer of programs, source and source codes and the maintenance of operating systems are not the subject of this contract. The provision of programs is regulated in the terms and conditions of WTE (under XVI. Copyright and Use).

12. Confidentiality

WTE shall keep secret the information or documents of the Client that come to our knowledge during the service work, which are marked as business or trade secrets or clearly recognizable as such due to other circumstances, during the term of the contract and after its termination. The same applies to personal data that falls under the provisions of data protection. WTE will delete such information, documents or data, insofar as they have been recorded, stored, duplicated or used or exploited in any form for the purpose of providing the maintenance service, after the end of the maintenance activity. Commissioned third parties and all employees of these companies are also obliged to strict secrecy.

13. Discontinuation of Software and Machines/Systems

WTE is entitled to discontinue old software versions and/or entire machines, systems, or parts thereof. The notice of termination shall be made in writing no later than one (1) year before the entry into force.

In the case of discontinued SW versions, no further maintenance will be carried out or patches will be made available.

Based on the current and last valid SW version, an upgrade to the latest version can be purchased for a fee. At a later date, only the paid new license will be available.

14. Final provision

14.1. Consent to the Service Contract Terms and Conditions

When ordering the Service Contract Offer, the terms of this Service Agreement shall be deemed to have been accepted.

14.2. Partial nullity (severability rule)

If parts of this Service Agreement or any Appendix have been amended by agreements to the contrary or become legally invalid or void, the remainder of the Service Agreement and its supplements shall continue to apply and shall be interpreted in such a way that the intended purpose is achieved as accurately as possible in a legally permissible manner. This also applies to gaps that may need to be supplemented.

14.3. Legal succession

By accepting these terms and conditions, all contracting parties undertake to transfer all rights and obligations to any legal successors.

14.4. Governing law, place of jurisdiction

The maintenance contract and all additional agreements are subject to Austrian law. Place of performance and jurisdiction is Innsbruck.

14.5. GTC

The general terms and conditions of WESTCAM Technologies GmbH apply. These have been handed over to the client with the framework agreement or can be accessed on the website.

[WESTCAM-Technologies-GmbH-AGBs-ENG.pdf](#)

14.6. All prices are quoted in EURO (EUR), subject to price and index adjustments.

Changes and additions to this contract must be made in writing. There are no verbal side agreements.