

General Terms & Conditions

PROGNOST Systems GmbH (PSG)

Posted: 18.02.2026

1. **GENERAL.**
 - 1.1. Supplier's proposal, offer or acceptance of Customer's purchase orders is conditioned on Customer's acceptance of these General Terms and Conditions. Any additional or conflicting terms in Customer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Supplier unless separately signed by Supplier. Supplier' failure to object to Customer's additional or conflicting terms does not operate as a waiver of any terms contained herein.
 - 1.2. Supplier's quotations, price lists, and other commercial statements are non-binding and subject to change unless expressly stated otherwise in writing.
 - 1.3. Customer orders shall not be binding on Supplier unless and until they have been confirmed in writing by Supplier, or Supplier has delivered the Products or issued an invoice in connection therewith.
2. **DEFINITIONS.** The following definitions apply:
 - 2.1. "**SaaS Activation Date**" has the meaning in Clause 4.4 (Activation of SaaS Services).
 - 2.2. "**Authorized User**" means Customer's and its Affiliates' employees who are authorized by Customer to access and use the services under the rights granted to Customer pursuant to the Contract.
 - 2.3. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party, by virtue of a controlling interest of fifty per cent (50 %) or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings.
 - 2.4. "**Add-on Services**" means support, analysis, or reporting services performed by Supplier's personnel under the Contract, including helpdesk support, alarm notifications, custom thresholds, condition evaluations, and on-site support.
 - 2.5. "**Contract**" means: (i) the agreement signed between Supplier and Buyer, including any annexes thereto (such as Supplier's quotation and these General Terms and Conditions); or (ii) in the absence of a signed agreement, the binding contractual relationship formed by Supplier's acceptance of Customer's purchase order for Products, which shall be deemed to include these General Terms and Conditions.
 - 2.6. "**Customer**" means the legal entity that orders the Products and enters into the Contract with Supplier, whether as identified in the signed agreement between the parties or, in the absence of such agreement, named as customer or buyer in a purchase order accepted by Supplier.
 - 2.7. "**Effective Date**" means: (i) in the case of a signed agreement between the Parties, the date on which the last Party signs the agreement, unless a different date is expressly stated therein; or (b) in the absence of a signed agreement, the date of Supplier's written confirmation accepting Customer's purchase order.
 - 2.8. "**Hardware**" means the physical equipment, components, parts, and devices supplied by Supplier under the Contract, and any associated instrumentation and/or accessories, whether sold individually or as part of a system.
 - 2.9. "**On-Premise Software**" means software supplied by Supplier under the Contract for installation and operation on Customer's own IT infrastructure or systems. On-Premise Software does not include SaaS Services and is subject to the license terms specified in the Contract or accompanying documentation.
 - 2.10. "**Processed Data**" means any output, result, analysis, insight, alarm, classification, prediction, or similar data product that is derived, computed, or generated from the Raw Data through processing, enrichment, correlation, or analysis using Supplier's proprietary tools, algorithms, or methodologies. This includes, but is not limited to, condition assessments, failure predictions, system recommendations, and diagnostic outputs.
 - 2.11. "**Products**" means all Hardware, SaaS Services, On-Premise Software, Software Maintenance and/or Add-on Services supplied by Supplier to Customer under the Contract.
 - 2.12. "**Raw Data**" means all data directly recorded from sensors and measurement devices installed on or connected to Customer's equipment, including, without limitation: time-stamped sensor outputs (e.g., vibration, temperature, pressure, displacement, oil flow, crank shaft torque), system logs from monitoring hardware or software components, and basic contextual data necessary for interpreting these sensor outputs, such as timestamp synchronization signals, machine identifiers, or operating mode flags.
 - 2.13. "**Software Maintenance**" means optional services provided by Supplier to support the continued operation of On-Premise Software as set out in Clause 8.
 - 2.14. "**Supplier**" means the legal entity that provides the Products and enters into the Contract with Customer, whether as identified in the signed agreement between the parties or, in the absence of such agreement, named as supplier or similar in an accepted purchase order.
 - 2.15. "**SaaS Services**" means the modular, subscription-based software services provided by Supplier under the Contract and hosted in Supplier's cloud environment. SaaS Services may include UP! Insight, UP! Detect, UP! Pro-Act, and their respective successors. Only those modules that are in an agreement signed between Supplier and Customer or are later ordered by Customer and expressly accepted by Supplier shall be considered part of the SaaS Services under the Contract.
 - 2.16. "**Subscription Term**" means the period during which Customer is authorized to access and use the SaaS Services, comprising the initial term specified in the Contract, and any renewal periods thereafter, unless terminated earlier in accordance with the Contract.
3. **PROVISIONS APPLICABLE TO ON-PREMISE SOFTWARE**
 - 3.1. Delivery. Delivery of On-Premise Software (whether standalone or as part of a system) includes only the

executable version of the On-Premise Software and associated documentation necessary for installation and proper use. On-Premise Software documentation may be provided electronically, including in the form of embedded help texts. Bug fixes, patches, updates, support services, and any custom programming for configuration, modification, or integration of On-Premise Software are not included by default and must be ordered separately in accordance with Clause 8 (On-Premise Software Maintenance).

- 3.2. License Grant. Subject to full payment of the applicable license price and compliance with the terms of the Contract, Supplier grants Customer non-exclusive, non-sublicensable, non-transferable (except with the prior written approval of Supplier) license to use the On-Premise Software solely for its internal business purposes in the country where the software was delivered, and (unless otherwise stated in the Contract) on only one specifically named hardware and system environment expressly specified in the Contract. Any use in a networked, virtualized, or multi-user environment requires a specific network or multi-user license. Expansion of licensed use (e.g., additional machines, or systems) requires prior written agreement in accordance with Section 21.1 (Changes in Work). Unless otherwise agreed in the Contract, On-Premise Software licenses are granted for an indefinite period.
- 3.3. Copies and Return. Customer may not make copies of the On-Premise Software.. Upon termination of the license for breach all software copies must be returned to Supplier or permanently deleted. Customer shall provide written confirmation of compliance upon request.
- 3.4. Penalties. Customer shall use the On-Premise Software only in accordance with the license terms and shall not provide, directly or indirectly, any part of the On-Premise Software to third parties. Unauthorized disclosure or use shall result in a contractual penalty equal to three (3) times the total license price of the On-Premise Software, without prejudice to Supplier's right to seek injunctive relief or claim further damages.
- 3.5. Obligation to Inform. Customer shall ensure that all Authorized Users are informed of and comply with these license terms.
- 3.6. IT Environment and Software Updates. Customer is responsible for the setup, maintenance, operation, and updating of the IT Environment required to run the On-Premise Software. "IT Environment" means all hardware, operating systems, and third-party software not supplied or bundled with the On-Premise Software, but necessary for its operation.
- 3.7. Acceptance. The On-Premise Software is installed by Supplier within a cabinet at its factory. Prior to shipment, Customer may inspect the cabinet at Supplier's premises to verify installation and confirm readiness for delivery. Following delivery, a Site Acceptance Test (SAT) shall be conducted to verify functionality of the On-Premise Software in accordance with the agreed specifications in the operational environment. Any non-conformities against the relevant software documentation must be reported to Supplier in writing within three (3) months from the earlier of (a) the delivery date or (b) the date of the SAT, unless a different period is agreed in the Contract. Failure to provide timely report shall constitute acceptance of the On-Premise Software, and all claims relating to defects

discoverable during that period shall be deemed waived. Customer's sole remedy for valid claims within this 3-month period shall be correction of the defect or proportional price reduction subject to Clauses 3.8.2 and 3.8.3 (as applicable). Thereafter, all defect claims shall be governed exclusively by the warranty provisions in Clause 3.8.

- 3.8. Warranty.
 - 3.8.1. The warranty period for On-Premise Software is eighteen (18) months from the date of delivery at Supplier's premises (EXW, Incoterms® 2020 Rheine, Germany) or twelve (12) months from the installation date, whichever occurs first.
 - 3.8.2. In the event that Customer notifies Supplier of a reproducible and material defect in the On-Premise Software within the applicable warranty period, Supplier shall use reasonable efforts to correct the defect by providing a patch, workaround, or replacement of the affected software component. Correction of the defect shall constitute Customer's sole and exclusive remedy for any breach of warranty, except as provided in the following subsection. No new warranty period shall apply to any correction, update, or workaround provided under warranty.
 - 3.8.3. If Supplier unreasonably rejects the warranty claim or fails to correct the defect after two (2) good-faith attempts within a reasonable period, Customer may, by written notice, request a proportional reduction in the license fee paid for the affected On-Premise Software component.
 - 3.8.4. Customer shall provide Supplier with timely access to relevant systems, reasonable assistance, and any necessary diagnostic information, including input data, log files, and error descriptions required to reproduce and address the reported defect. Customer acknowledges that resolution of software defects may require extended time for analysis, testing, and validation.
 - 3.8.5. The warranty shall not apply to defects resulting from:
 - i) use of the Software contrary to the Documentation or Supplier's written instructions;
 - ii) unauthorised modifications or alterations;
 - iii) defective data from Customer;
 - iv) use with hardware, operating systems, or third-party software not provided by Supplier;
 - v) improper treatment or tampering of related hardware;
 - vi) failure to install available updates or patches provided by Supplier;
 - vii) data corruption or loss caused by Customer systems or third-party interference;
 - viii) any other cause not attributable to Supplier after delivery;; or
 - ix) issues for which Supplier has excluded liability.

- 3.8.6. If Supplier determines that a warranty claim is unfounded, Customer shall reimburse Supplier for all reasonable costs incurred in investigating the claim, including diagnostics, technical analysis, and support hours.

4. PROVISIONS APPLICABLE TO SAAS SERVICES

- 4.1. Access and Use. Subject to Customer's full payment of applicable fees and compliance with the terms of the Contract, Supplier grants Customer a non-exclusive, non-sublicensable, non-transferable right to access and use the SaaS Services during the agreed Subscription Term, solely for use by Authorized Users and for Customer's internal business purposes.
- 4.2. Credential Management and Security. Supplier shall provide Customer with the necessary access credentials, passwords, or network links required to access the SaaS Services. Customer is responsible for maintaining the confidentiality, security, and proper use of all credentials provided. This includes implementing internal access controls, updating credentials as necessary, and preventing unauthorized disclosure or misuse. Supplier shall not be liable for any unauthorized access, data loss, or system misuse resulting from compromised, shared, or mismanaged credentials under Customer's control. Customer shall notify Supplier without undue delay if it becomes aware of any actual or suspected compromise of credentials.
- 4.3. Subscription Term. Unless otherwise agreed in the Contract, SaaS Services shall be provided for an initial term of at least one (1) year. Thereafter, the subscription shall renew automatically for successive one-year periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. The Subscription Term shall commence on the SaaS Activation Date.
- 4.4. Activation of SaaS Services. SaaS Services shall be activated upon: (i) completion of any required Hardware installation and commissioning; and (ii) successful connection to Supplier's cloud environment. Such date shall be recorded automatically within the software system and shall serve as the official start date of the subscription term accompanied by an automatic email notification to the Customer confirming the commencement of the subscription. If Activation of SaaS Services is delayed due to Customer's failure to fulfill its obligations, the subscription shall be deemed to commence (i) thirty (30) days after the scheduled activation date, or (ii) if no such date was agreed, thirty (30) after delivery of the last required Hardware component.
- 4.5. Calibration Period and Diagnostic Functionality. Certain advanced diagnostic functionalities, including anomaly detection and remaining useful lifetime estimation, require a calibration period of at least three (3) to six (6) months of uninterrupted system operation following activation of the SaaS Services. Therefore, these functionalities will not be available immediately upon the start of the Subscription Term. Customer acknowledges that the effectiveness of anomaly detection and predictive maintenance algorithms within the SaaS

Services depends on continuous, stable operation of the monitored equipment for at least three (3) consecutive months. Interruptions in equipment operation, inconsistent data quality, or modifications to sensor configuration during this period may delay or impair the calibration process, and may impact the accuracy or availability of diagnostic outputs.

- 4.6. Acceptance of SaaS Services. SaaS Services shall be deemed accepted by Customer upon first access or use, unless Customer notifies Supplier in writing of any material non-conformities when compared to the functional specifications set out in the relevant SaaS documentation within ten (10) business days following the SaaS Activation Date. Such notice must describe the non-conformities in reasonable detail. If Supplier confirms the reported non-conformities, Supplier shall use reasonable efforts to correct them within a commercially reasonable period. Correction shall be Customer's sole and exclusive remedy for non-conformities discovered during this period. If no timely notice is given, the SaaS Services shall be deemed accepted in full.
- 4.7. Integration with Third-Party Systems. If Customer requires integration of the SaaS Services with its own or third-party applications, systems, or private cloud environments, such integration shall be subject to Supplier's prior written approval. Any such integration must be technically scoped in advance and will be subject to additional setup fees, which shall be quoted separately. Supplier reserves the right to refuse any integration that, in its reasonable judgment, would compromise the security, performance, or integrity of the SaaS Services.
- 4.8. Sensor Maintenance and Hardware Replacement. Customer is responsible for ensuring that all sensors and related components used in connection with the SaaS Services are properly maintained, calibrated, and, where necessary, replaced in accordance with manufacturer recommendations. Sensors should be inspected regularly and replaced at least every five (5) years to ensure continued system accuracy and reliability. Hardware exchanges (including but not limited to PROGNOST Chrome units, sensors, and associated components) are not included in the SaaS subscription and must be purchased separately by Customer. Supplier is not liable for false alerts, missed detections, or inaccurate diagnostics resulting from sensor degradation, improper maintenance, or failure to replace expired or faulty hardware. Sensor inspection and replacement services may be offered by Supplier upon request, subject to availability and separate commercial agreement.
- 4.9. Suspension of Access. Supplier may suspend Customer's or any Authorized User's access to the SaaS Services, without liability, if:
 - 4.9.1. Supplier determines that continued access or operation presents a security, safety, or operational risk, including in the event of a suspected cyberattack, data breach, or misuse of the SaaS Services;
 - 4.9.2. Customer's use of the Services interferes with the functionality, performance, or integrity of Supplier's infrastructure or

- affects other customers;
- 4.9.3. Customer or an Authorized user is using the Services in violation of applicable law or in breach of the Contract;
 - 4.9.4. required third-party services or platform components become unavailable for reasons outside Supplier's control; or
 - 4.9.5. Customer fails to maintain a valid network connection to Supplier's cloud environment, as required for the SaaS Services.

Supplier shall use reasonable efforts to notify Customer of the suspension and to restore access or functionality once the issue is resolved. Supplier shall not be liable for any losses, delays, or data issues arising from a suspension carried out in accordance with this clause.

4.10. Warranty.

4.10.1. Supplier warrants that the SaaS Services will substantially conform to the functional specifications set out in the SaaS documentation under normal use during the Subscription Term ("Warranty Period"). This warranty applies only to material non-conformities that are reproducible and reported in writing to Supplier within the Warranty Period. Supplier's sole obligation and Customer's exclusive remedy for any breach of this warranty shall be, at Supplier's option, to: (i) correct the non-conformity within a reasonable time; or (ii) provide a workaround that restores materially equivalent functionality.

4.10.2. The warranty shall not apply to defects resulting from:

- i) use of the Software not in accordance with the Documentation or Supplier's written instructions;
- ii) unauthorised modifications or alterations;
- iii) defective data from Customer;
- iv) Customer's failure to maintain internet connectivity;
- v) use with hardware, operating systems, or third-party software not provided by Supplier;
- vi) improper treatment or tampering of related hardware;
- vii) failure to install available updates or patches provided by Supplier;
- viii) data corruption or loss caused by Customer systems or third-party interference
- ix) any other cause not attributable to Supplier after delivery; or
- x) issues for which Supplier has excluded liability.

5. USAGE

5.1. Compliance. The On-Premise Software or SaaS Services complies with the applicable laws and regulations of the European Union as in effect on the Effective Date.

5.2. Use Restrictions. Customer shall not use the On-Premise Software or the SaaS Services for any purposes beyond the scope of the license or access rights granted in the Contract. Customer shall not at

any time, directly or indirectly, and shall not permit any Authorized User of the On-Premise Software or SaaS Services, to use such software or services in any way that: (i) distributes, sub-licenses, rents, leases, or otherwise makes such software, services or related documentation available to any third party; (ii) copies, translates, modifies, or creates derivative works based on such software, services or related documentation; (iii) disassembles, decompiles, reverse engineers, or otherwise attempts to access the source code or underlying structure of such software, or the software components of such services; or (iv) removes or obscures any proprietary notices. Customer shall not allow any third party, other than its and its Affiliates' personnel, to implement, access, or use the On-Premise Software or SaaS Services, in whole or in part.

5.3. Modifications. Supplier may implement changes, updates, or improvements to the On-Premise Software and SaaS Services where necessary for technical reasons, to maintain compatibility, performance, or security, or to comply with applicable legal or regulatory requirements. Routine updates are included in the subscription of SaaS Services. Feature upgrades or enhancements beyond standard updates may be subject to additional charges for On-Premise Software. In the case of On-Premise Software, Customer shall implement provided updates without undue delay. For SaaS Services, changes, updates, or improvements may be deployed by Supplier from time to time as part of the general service lifecycle. Failure by Customer to adopt required updates or maintain a compatible environment may result in reduced functionality or restricted access.

5.4. Use of Reports. Reports provided by Supplier (e.g. early warning reports), and SaaS features (e.g. anomaly or failure detection) are based on Supplier's proprietary know-how, data-driven algorithms, and on data or materials provided by or on behalf of Customer. Customer acknowledges that such data may include inherent measurement tolerances and may not fully or accurately reflect the real-time condition or performance of the compressor(s). It further acknowledges that while these reports and features are intended as guidance tools to support maintenance planning, diagnostics, and operational decision-making, but do not guarantee the detection or prevention of all failures. They do not constitute binding performance guarantees or safety assurances. Actual compressor or equipment performance may diverge from the trends or insights presented in the reports or features. Customer remains solely responsible for all operational, maintenance, or safety decisions made in reliance on such reports and features.

6. PROVISIONS APPLICABLE TO ADD-ON SERVICES

6.1. Performance Standards. Add-on Services shall be performed in accordance with generally accepted industry standards and technical guidelines, and experience-based methodologies. This includes, in particular, the assessment of machine condition based on technically derived data obtained from

Hardware, equipment and systems installed at Customer's site. Such assessments are dependent on the type, configuration, and proper functioning of the installed Hardware, and other Customer equipment and systems. Supplier shall not be responsible for conclusions or recommendations where the underlying condition is not detectable by the Hardware as delivered and installed, or where the interpretation of data inherently involves probabilistic or judgment-based evaluations.

- 6.2. Use and Disclosure of Deliverables. Reports, analyses, plans, calculations, and other deliverables provided by Supplier in connection with Add-on Services shall be deemed accepted unless Customer provides substantiated objections in writing within five (5) business days of receipt. Such deliverables are intended solely for Customer's internal use in connection with equipment monitoring, failure detection, and maintenance planning, as defined in the Contract. Such deliverables are based on data interpretation, trend evaluation, and condition analysis, and are not intended as binding recommendations, guarantees of machine performance, or as a substitute for Customer's own operational judgment. Customer shall not disclose or distribute such deliverables, in whole or in part, to any third party without Supplier's prior written consent. Under no circumstances shall such deliverables be used by third parties as a basis for decisions, claims, or reliance of any kind. Supplier retains all intellectual property rights in such deliverables. Only originals bearing Supplier's authorized signature shall be considered legally valid.
- 6.3. Warranty and Sole Remedy. Supplier warrants that Add-on Services shall be performed with reasonable skill and care and in accordance with the Contract. Add-on Services are advisory in nature and are based on the evaluation of system data collected from Customer's equipment using Supplier's diagnostic tools and methodologies. They are not intended to serve as binding instructions or a substitute for Customer's own operational oversight. In the event of a material defect in the performance of Add-on Services, Supplier's sole obligation and Customer's exclusive remedy shall be the correction or re-performance of the affected portion of the services. No further warranty, whether express or implied, including any warranty of result or fitness for a particular purpose, shall apply.
- 6.4. Dependency on SaaS Services. The Add-on Services depend on data collected via Supplier's SaaS environment and/or the On-Premise Software. Therefore, if the Add-on Services are dependent on the SaaS Services and the SaaS Services are suspended, the associated Add-on Services shall also be suspended; (or) if the SaaS Services expire, are terminated, or are not renewed, the Add-on Services shall automatically terminate on the same date. Any such suspension or termination shall be without liability or further obligation for Supplier.

7. PROVISIONS APPLICABLE TO HARDWARE

- 7.1. Transfer of Title. Title to the Hardware shall transfer

to Customer upon full payment of the applicable Contract price.

- 7.2. Transfer of Risk. Risk of loss or damage to the Hardware shall pass to Customer in accordance with the Incoterms® specified in the Contract. If no delivery term is specified, risk shall pass to Customer upon delivery at Supplier's premises (EXW, Incoterms® 2020 Rheine, Germany). If delivery is delayed at Customer's request or due to circumstances beyond Supplier's control, risk shall pass to Customer as of the originally agreed delivery date.
- 7.3. Intellectual Property on Hardware. No license or other rights to the intellectual property in the Hardware is transferred to Customer other than the right to use the Hardware as delivered and solely for its intended purpose.
- 7.4. Embedded Software. Storage media or other Hardware supplied by Supplier may contain embedded software other than the On-Premise Software expressly identified in the Contract. No license or right to use such embedded software is granted to Customer, except to the extent necessary for the normal and intended operation of the associated Hardware. Any other use of such embedded software requires a separate license, which must be obtained by Customer directly from Supplier.
- 7.5. Acceptance. Prior to shipment, Customer may be invited to inspect the Hardware at Supplier's premises to verify readiness for delivery. Following delivery, a joint Site Acceptance Test (SAT) shall be conducted to verify that the Hardware operates in accordance with the agreed specifications in the Customer's operational environment. Any transport damage, shortages, shipping errors, or non-conformities must be reported to Supplier in writing within three (3) months from the earlier of (a) the delivery date or (b) the date of the SAT, unless a different period is agreed in the Contract. Failure to provide timely report constitutes irrevocable acceptance, and all related claims are waived. Customer's sole remedy for valid claims within this period is to deliver any missing parts, repair or replace the affected Hardware or a proportional price reduction subject to Clauses 7.6.2 or 7.6.3 (as applicable). Thereafter, defect claims are governed by the following warranty clause.
- 7.6. Warranties
- 7.6.1. The warranty period for Hardware is eighteen (18) months from the date of delivery or twelve (12) months from the installation date, whichever occurs first.
- 7.6.2. In the event that Customer notifies Supplier of a defect in materials or workmanship in the Hardware within the applicable warranty period, Supplier shall, at its election, repair or replace the defective component. Repair or replacement shall constitute Customer's sole and exclusive remedy for any breach of warranty, except as provided below in this clause. No new warranty period shall apply to any repair, replacement, or rework performed under warranty.
- 7.6.3. If Supplier unreasonably rejects the warranty claim or fails to remedy the defect

after two (2) good-faith attempts within a reasonable period, Customer may, by written notice, request a reasonable reduction in the purchase price of the affected Hardware.

7.6.4. Customer shall provide Supplier with timely access, reasonable assistance, and any necessary system components or information required to perform diagnostics or corrective actions. Customer acknowledges that resolution of certain defects may require extended time, depending on the component involved and the operational circumstances.

7.6.5. The warranty shall not apply to defects resulting from:

- i) improper installation or use contrary to Supplier's instructions;
- ii) lack of proper maintenance;
- iii) environmental conditions outside the specified tolerances;
- iv) electrical or mechanical overloading;
- v) improper storage;
- vi) misuse or use outside the intended application;
- vii) abuse, accident, or excessive strain;
- viii) caused by connectivity issues which are the responsibility of Customer
- ix) modifications or repairs of the Hardware or its configuration not authorized by Supplier;
- x) any other cause not attributable to Supplier after delivery; or
- xi) issues for which Supplier has excluded liability.

7.6.6. If Supplier determines that a warranty claim is unfounded, Customer shall reimburse Supplier for all reasonable costs incurred in investigating the claim, including inspection, transport, and labour.

8. ON-PREMISE SOFTWARE MAINTENANCE

8.1. Optional Software Maintenance Services.

Customer may request Software Maintenance for On-Premise Software by issuing a purchase order. Such services, if accepted by Supplier, shall be subject to a separate annual maintenance fee. The scope of such services shall be as agreed in writing at the time of order acceptance. The pricing shall be in accordance with Clause 11.1 (Basis for Pricing) and may be updated for any renewal term in accordance with the Contract.

8.2. Duration. Unless otherwise agreed in the Contract, Software Maintenance shall be provided for an initial term of one (1) year, which shall renew automatically for successive one-year periods, unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

8.3. Scope. Software Maintenance scope is as described in the accepted purchase order. Supplier does not warrant compatibility with operating systems or platforms not expressly identified as supported at the time of order. Any effort required to support future Customer-side changes may be

subject to separate agreement and additional fees.

8.4. Conditions for Software Maintenance Services.

Software Maintenance services are available only for the then-current version of the On-Premise Software. Customer shall implement updates, upgrades and patches provided by Supplier without undue delay and in accordance with any accompanying instructions or technical requirements. Unless otherwise agreed in writing, Supplier shall have no obligation to provide maintenance support for outdated or modified versions of the On-Premise Software. Where on-site access is required, Customer shall, at its own cost and within a reasonable timeframe, provide Supplier with adequate access, working conditions, and any necessary hardware, systems, or infrastructure needed to perform the services.

8.5. Warranty. Supplier warrants that all Software Maintenance services shall be performed in a professional and workmanlike manner, consistent with generally accepted industry standards for such services. This warranty is limited to the re-performance of any non-conforming services, provided that Customer notifies Supplier in writing of the alleged non-conformity within [thirty (30) days] from the date the specific maintenance activity was performed, and provides sufficient detail to enable Supplier to verify the issue. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this warranty.

8.6. Optional Training and Configuration Services. In addition, Customer may request training services or configuration support related to the configuration, modification, or integration of On-Premise Software by submitting a purchase order. Such services shall be subject to Supplier's written acceptance and will be provided based on scope and pricing agreed at the time of order, in accordance with Supplier's then-applicable rate schedule.

9. DELIVERY AND DELAY

9.1. Unless otherwise specified in the Contract, the delivery term for the Hardware and any physical media containing the On-Premise Software is EXW, Incoterms® 2020 Rheine, Germany at Supplier's premises. Unless otherwise agreed in writing, the method, route, and means of delivery of the Hardware or any physical media containing the On-Premise Software shall be determined by Supplier. Supplier may make partial deliveries, which shall be treated as independent transactions and invoiced separately.

9.2. In the event of a delay in delivery of the Hardware caused solely by Supplier, and provided such delay continues beyond a grace period of thirty (30) calendar days from the agreed delivery date, Customer shall be entitled to liquidated damages of 0.5% of the price of the delayed part of the Hardware for each full week of delay thereafter, up to a maximum of 5% of the total price of the Hardware under the relevant purchase order. These liquidated damages shall be Customer's sole and exclusive remedy for any delay in Hardware delivery and constitute full and final compensation for any losses, costs, or damages arising in connection with such delay.

9.3. Compliance with binding delivery timelines is conditional upon Customer's timely fulfillment of all obligations necessary for delivery, including the provision of required documents, specifications, approvals, and any agreed prepayments. If delays occur due to circumstances not attributable to Supplier, including but not limited to force majeure or Customer's failure to perform its obligations, the delivery period shall be extended accordingly.

10. CUSTOMER COOPERATION

10.1. General Obligation to Cooperate. Supplier's performance is conditional upon Customer's timely and complete fulfillment of all obligations under the Contract. This includes, without limitation, providing all required documentation, approvals, technical data, drawings, network access, connectivity, and other materials necessary for Supplier to perform. Any documents submitted by Supplier to Customer for approval shall be reviewed within five (5) working days failing of which the documents shall be deemed to be approved.

10.2. Connectivity and Infrastructure for SaaS. For SaaS Services, Customer shall ensure stable, secure, and continuous internet connectivity between its equipment and Supplier's cloud infrastructure in accordance with the technical specifications defined in the Contract or provided by Supplier. Customer shall configure and maintain all required network access, firewalls, and VPNs. Supplier shall have no responsibility for service interruptions, unavailability, performance degradation, or data loss resulting from misconfiguration or connectivity failures on Customer's side.

10.3. Access Control and User Responsibility. Customer is responsible and liable for all uses of the SaaS Services and On-Premise Software resulting from access provided by Customer, or made possible through its systems, infrastructure, or credentials, whether such access is authorized or not. Any act or omission by an Authorized User that would constitute a breach of the Contract if committed by Customer shall be deemed a breach by Customer.

10.4. Modifications and System Changes. If Customer modifies, alters, or reconfigures any part of its system setup, including hardware, software, sensor configurations or layout, thresholds, or network parameters, such changes shall be at Customer's sole risk. Customer shall notify Supplier in advance of any such changes. Supplier shall not be liable for any impact such changes may have on system performance, accuracy, reliability, or any certification or validation status previously applicable to the system. Supplier's warranties, support obligations, and performance assurances shall not apply to systems altered without Supplier's prior written approval.

10.5. Data Quality Operational Inputs. Customer shall provide Supplier with all technical and operational data reasonably required for the performance of the Products. This includes, but is not limited to, machine configuration data, historical logs, threshold settings, and maintenance history. Supplier will make reasonable efforts to assess the plausibility of the data provided; however, Supplier

assumes no responsibility for the accuracy, completeness, or fitness of such data, nor for any consequences arising from reliance on incorrect or incomplete data provided by or on behalf of Customer. If connectivity is disrupted or data integrity is compromised for reasons beyond Supplier's control (including, but not limited to: (i) Customer-side connectivity failure; (ii) tampering with Hardware or system components; or (iii) Hardware malfunction not covered by warranty), Supplier may suspend the affected services without liability.

10.6. Physical Site Requirements and Installation Support. Customer shall prepare its site for installation and operation of the Products, including all necessary infrastructure such as cable routing, power supply, mechanical supports, and environmental controls. Unless otherwise agreed in writing, installation and commissioning of the Products shall be performed by Supplier. Where Supplier is engaged to perform or support installation activities, Customer shall provide access, working space, and technical assistance as reasonably required to enable such work, including for commissioning, maintenance, and remote access.

10.7. Third-Party Systems and Compatibility. Integration with third-party systems (e.g., DCS, SCADA, ERP, or private cloud environments) is subject to Supplier's prior written approval. Customer shall ensure compatibility and provide technical access or hardware samples where applicable. Supplier may charge additional fees for integration support and reserves the right to decline integrations that pose risks to performance, compatibility, or security.

10.8. Failure to Cooperate. If Customer fails to fulfill any of its obligations under this Clause 10 and such failure affects Supplier's ability to perform, Supplier shall be entitled to suspend performance and issue a change order to reflect any impact on pricing, delivery schedule, or scope. Supplier shall have no liability for any non-performance or delays caused by such failure.

11. PRICING AND PAYMENT.

11.1. Basis for Pricing. Prices, fees and payment terms are: (i) as stated in Supplier's proposal, or if none are stated; (ii) Supplier's standard prices/fees in effect when Supplier receives Buyer's purchase order; or if neither (i) or (ii) apply, then Supplier's standard prices/fees in effect when the Products ship.

11.2. On-Premise Software License Fee. The license fee for On-Premise Software is a one-time, non-recurring charge and shall be invoiced in accordance with the milestones set forth in the purchase order. No additional fees are payable for continued use of the licensed software.

11.3. Fees for Services. Fees for SaaS Services, Software Maintenance and Add-on Services (when applicable) shall be invoiced annually in advance, unless otherwise agreed in writing. Activation and provision of any services are conditional upon full payment of the applicable prices.

11.4. Payment Terms and Currency. Unless stated in Supplier's quotation, all payments are due net thirty (30) days from the invoice date in Euros.

- 11.5. Adjustments. Supplier may adjust the fees for SaaS Services, Add-on Services and Software Maintenance with effect from the start of any renewal term. Prices for Hardware and On-Premise Software may be adjusted at any time; however, such adjustments shall not apply retroactively to orders already confirmed or quotations already accepted.
- 11.6. Exclusions from Price. Unless stated in writing by Supplier, prices for Products exclude:
 - 11.6.1. any value-added tax or other applicable sales taxes, which shall be invoiced in accordance with applicable law;
 - 11.6.2. charges for freight, unloading, storage, insurance, taxes, excises, fees, custom duties or other government charges related to the Hardware. Customer will pay these amounts or reimburse Supplier;
 - 11.6.3. packing costs other than Supplier's standard domestic packing costs;
 - 11.6.4. installation, maintenance and support;
 - 11.6.5. connectivity between Customer's equipment and Supplier's cloud infrastructure;
 - 11.6.6. preparation and supply of On-Premise Software installation media (e.g. USB drives or other data carriers);
 - 11.6.7. additional deliveries or copies of user manuals in physical format;
 - 11.6.8. travel expenses and accommodation expenses; and
 - 11.6.9. any other materials or physical components required for deployment beyond the standard delivery scope.
- 11.7. Onboarding. Training, onboarding, or other forms of software introduction are not included in the license prices for either On-Premise Software or SaaS Services. Such services shall be subject to a separate agreement and charged at the agreed rates in accordance with Clause 11.1 (Basis for Pricing). Any related costs, including travel expenses and program installation (where applicable), shall be borne by Customer.
- 11.8. Withholding Taxes. All prices are stated net of any withholding or deduction of taxes. If any such taxes are required to be withheld by law, Customer shall gross up the payment so that Supplier receives the full amount invoiced.
- 11.9. Interest on Late Payments. Late payments shall bear interest at an annual percentage rate of six percent (6%) or the highest rate allowed by law, whichever is lower, without prejudice to any further rights to claim additional damages for continued payment default.
- 11.10. Invoice Disputes. If Customer disputes any portion of an invoice, it shall notify Supplier in writing within ten (10) days of receipt, specifying the disputed amount and the basis for the dispute. Failure to provide such notice within this period shall constitute acceptance of the invoice. In the event of a partial dispute, Customer shall pay the undisputed portion in accordance with the agreed payment terms. Upon resolution of the disputed amount, Customer shall promptly pay any outstanding sums, including any applicable late payment interest.
- 11.11. No Refunds. Payments made are non-refundable, Customer shall have no right to set off or withhold payment unless its claim is undisputed or has been finally adjudicated by a court of competent jurisdiction.
- 11.12. Payment defaults. If any undisputed invoice remains

unpaid more than fifteen (15) days after its due date, Supplier may, upon at least five (5) days' prior written notice, suspend its performance under the Contract. This includes the right to: (i) suspend or disable Customer's access to the SaaS Services; (ii) suspend any support services for the On-Premise Software; and (iii) withhold or delay any pending Hardware deliveries or other services. Supplier may enforce such suspension through technical means, including license key controls, access revocation, or credential deactivation, as applicable. If the overdue amount remains unpaid more than thirty (30) days after its due date, Supplier may, upon at least ten (10) days' prior written notice, terminate the Contract, in whole or in part, without liability.

12. LIABILITY

12.1. Warranty Disclaimer. Except as expressly provided in the applicable warranty clauses of the Contract, all Products are provided "as is" and without any other warranties or representations, whether express, implied, or statutory. To the maximum extent permitted by law, Supplier disclaims all other warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing, usage of trade, or custom. Without limiting the foregoing, Supplier does not warrant that: (i) the On-Premise Software and SaaS Services will be uninterrupted or error-free; (ii) any particular result or outcome will be achieved through the use of the Products; (iii) the Products will meet Customer's specific functional or business requirements; (iv) the Products will be compatible with Customer's systems, environment, or intended use (except as expressly agreed in writing or expressly set out in the scope of an accepted Software Maintenance order); or (v) there will be any performance improvement in Customer's equipments or machines. Supplier further makes no warranty with respect to the accuracy, reliability, or completeness of any outputs, analyses, or recommendations generated by or through the Products.

12.2. Exclusions.

- 12.2.1. Supplier, its Affiliates, and their respective employees, officers, and agents shall not be liable, whether based on contract or non-contractual liability, for any indirect or consequential damages, including but not limited to loss of profit, loss of production, loss of revenue, loss of use, loss of contracts, loss of anticipated savings, loss or corruption of data, costs associated with downtime or operational interruption, costs of capital, or costs or liabilities arising from pollution or environmental damage, even if Supplier has been advised of the possibility of such damages.
- 12.2.2. Without limiting the foregoing, Supplier shall not be liable for any damage, downtime, or other consequences to Customer's equipments or machines (e.g. compressors) resulting from the failure of

the Products to detect or predict a defect or malfunction.

- 12.2.3. Supplier shall not be liable for any unauthorized access, data breach, or other cybersecurity incident resulting from third-party attacks, Customer-side misconfigurations, insufficient network protections, or failures in internet connectivity.
- 12.2.4. For clarity, and without prejudice to the warranty applicable to the Hardware, Supplier's detection of an issue through the Products does not create an obligation for Supplier to repair or replace any equipment or machinery sold by Supplier or its Affiliates to Customer under a separate contract.

12.3. Limitation of Liability. Without prejudice to the exclusions and disclaimers set out in the Contract, Supplier's total aggregate liability for any and all claims arising out of or in connection with a specific Product type shall not exceed:

- 12.3.1. for Hardware, the Contract price paid by Customer for the affected Hardware;
- 12.3.2. for On-Premise Software, the license fee paid for the affected Software;
- 12.3.3. for SaaS Services, the subscription fees paid for the affected SaaS Services during the twelve (12) month period preceding the event giving rise to the claim;
- 12.3.4. for Add-on Services or Maintenance Services, the fees paid for the respective services during the twelve (12) month period preceding the event giving rise to the claim.

If a single claim involves more than one Product, the maximum liability shall be the sum of the applicable caps under 12.3.1 through 12.3.4 for the specific affected Products, as calculated above.

This limitation applies regardless of the legal basis of the claim, including but not limited to claims arising out of or in connection with the use or inability to use the Products, or Supplier's performance or non-performance of the Contract, whether based on breach of contract, warranty, guarantee, negligence, strict liability, or any other legal theory.

12.4. Exception to the Limitation of Liability. The exclusions and limitations of liability set out in this Clause shall not apply to the extent caused by wilful misconduct or gross negligence by Supplier, nor where such limitations would contravene mandatory provisions of applicable law.

13. INTELLECTUAL PROPERTY AND DATA RIGHTS

13.1. Ownership and Use of Documentation. Each party retains all intellectual property rights and title to any plans, drawings, technical documentation, and related materials provided to the other party. The receiving party shall not, without the prior written

consent of the disclosing party, disclose such materials to third parties or use them for any purpose other than that for which they were provided. Unless expressly agreed otherwise in writing, Supplier's technical documents (including but not limited to drawings, designs, brochures, catalogues, descriptions, and illustrations) are non-binding and do not constitute a warranty or guarantee of specific features or performance. Technical specifications are binding only to the extent expressly confirmed by Supplier in writing.

13.2. Reservation of Rights. Supplier and its licensors retain all intellectual property rights (including but not limited to patents, copyrights, trademarks, design rights, trade secrets, and know-how) in and to the Products, related documentation and any and any work results, outputs, or other materials provided by Supplier (including any improvements), whether existing prior to or developed independently or in connection with the Contract, except for the limited licenses and rights expressly set out in the Contract. No other intellectual property rights or licenses or rights are granted, whether by implication or otherwise. The Contract does not include any right to use Supplier trademarks.

13.3. Feedback. Supplier may use any suggestions, recommendations, or feedback provided by Customer or its personnel in connection with the Products, Software, or Services, including proposed changes or new features, without restriction. Customer hereby assigns to Supplier all rights, title, and interest in such feedback, and waives any claim to compensation or attribution. Supplier has no obligation to implement any feedback.

13.4. Data Rights. Customer retains rights, title, and interest, including all intellectual property rights in all Raw Data, except to the extent licensed to Supplier in accordance with these General Terms and Conditions. Supplier retains all rights, title, and interest in of all Processed Data, except to the extent licensed to Customer in accordance with these General Terms and Conditions.

13.5. Supplier's Rights to Raw Data. Customer grants, and (where applicable) shall cause its end-customer to grant, Supplier, its Affiliates, and any third party acting on their behalf, a worldwide, perpetual, non-exclusive, royalty-free right to use, collect, store, copy, display, aggregate, analyze, and otherwise process Raw Data to: (i) provide, support, and maintain the Products; (ii) improve, develop, invent, enhance, market and sell existing or new technologies, services, and offerings; and (iii) conduct benchmarking and analytics, provided such Raw Data is anonymized (does not identify Customer or its projects) or non-confidential. All developments, inventions and improvements (including all resulting intellectual property rights) made by Supplier or its Affiliates shall be exclusively owned by Supplier. Supplier has the right to transfer, including, without limitation, across country borders, such data and information to any Supplier Affiliate or to third parties who act on Supplier's or any Supplier Affiliate's behalf.

13.6. Data Portability. Customer acknowledges that structured export of Raw Data may require custom technical work. Upon Customer's request and within

a reasonable period, Supplier will provide such Raw Data in a format that is technically feasible and consistent with the existing structures of the SaaS Services. Supplier is not obliged to develop new export tools or deliver Raw Data in a format specified by Customer or any third party, unless separately agreed in writing. To the extent allowed under applicable law, Supplier may charge reasonable, cost-based fees for additional effort, and shall provide a breakdown of such costs for prior approval. To retain the right to export, Customer must submit the request no later than ninety (90) days following the end of the applicable Subscription Term. After this period, Supplier is under no obligation to retain or provide such data. Customer shall cooperate in good faith and provide necessary access and information to support the porting process.

14. CONFIDENTIALITY

- 14.1. Scope. Each party agrees to treat as confidential all information received from the other party in connection with the Contract, including any information created by one party for the other. This includes, without limitation, business plans, technical data, technical documentation, drawings, software, code, security protocols, encryption methods, and access controls, training materials, flowcharts, software documentation, and other commercially sensitive material.
- 14.2. Permitted Sharing. Neither party may disclose any such information to a third party without the prior written consent of the other, except to its Affiliates or subcontractors who need the information to perform the Contract and are bound by equivalent confidentiality obligations. A receiving party that discloses Confidential Information to such Affiliates or subcontractors remains fully responsible for their compliance and any breach shall be treated as a breach by the receiving party itself.
- 14.3. Exceptions. The confidentiality obligations do not apply to information that:
 - 14.3.1. is or becomes publicly known without breach of the Contract;
 - 14.3.2. was lawfully known to the receiving party before disclosure;
 - 14.3.3. is provided by a third party not under a duty of confidentiality;
 - 14.3.4. is independently developed by the receiving party without use of the other party's confidential information; or
 - 14.3.5. is required to be disclosed by law or court order, provided the disclosing party is given prompt written notice (where
 - 14.3.6. permitted) and reasonable assistance to seek a protective order.
- 14.4. Duration of Obligations. These confidentiality obligations remain in effect for five (5) years from the date the information was disclosed. For trade secrets, the obligations continue as long as the information remains protected as a trade secret under applicable law.

15. DATA PRIVACY

- 15.1. Compliance with Data Privacy Laws. Each Party

shall comply with applicable data protection laws in connection with the performance of the Contract. The Parties acknowledge that the processing of personal data may require the execution of a separate data processing agreement in accordance with mandatory law. Where such agreement is required by applicable law or a competent authority, the Parties shall enter into it without undue delay.

- 15.2. Scope of Processing. Supplier does not require access to or processing of personal data for the performance of its core diagnostic and monitoring services. Where personal data is processed (e.g., user account credentials, system access logs, or support communications), such processing shall be limited to what is necessary for system operation, user authentication, security monitoring, or technical support.

16. IT SECURITY

- 16.1. Security Measures. Supplier shall implement and maintain technical and organizational security measures aligned with generally accepted industry standards, including access controls, encryption, and periodic updates, generally in accordance with IEC 62443-3-3. These measures are intended to mitigate, but cannot entirely eliminate, cybersecurity risks. Supplier does not guarantee that all threats, intrusions, or vulnerabilities can be prevented. Supplier's current cybersecurity policy is available for reference upon written request.
- 16.2. Responsibilities. Customer is responsible for securing its own IT environment, including firewall settings, VPN access (where applicable), user authentication procedures, and compliance with its internal policies when accessing the Products or otherwise connecting to Supplier's systems. Customer shall take reasonable steps to prevent unauthorized access or misuse of the Products through its own systems, infrastructure, or user accounts.
- 16.3. Cybersecurity Incidents. Each Party is responsible for managing cybersecurity within its own digital environment. Neither party shall be liable for cybersecurity incidents occurring within the systems or infrastructure of the other. Each Party shall take reasonable steps to mitigate or resolve any such incident within its environment. If either Party becomes aware of a cybersecurity incident that materially affects its ability to perform obligations under the Contract, it shall notify the other Party without undue delay.
- 16.4. System Certification and Continuity. Where the Products are delivered as part of a certified system or incorporate certified components, Supplier shall make reasonable efforts to maintain the applicable certification(s) during the term of the Contract. Customer acknowledges, however, that technical updates, enhancements, or changes to system architecture, functionality, or regulatory frameworks may require re-certification. In such cases, the certification process may involve delays outside of Supplier's control. Supplier does not warrant uninterrupted certified status at all times.
- 16.5. Security Assumptions and Scope. Unless otherwise agreed in the Contract, Supplier's

proposal and pricing are based on the security controls and system architecture described or reasonably assumed at the time of Supplier's quotation. Any additional or different cybersecurity or data protection requirements (whether requested by Customer, its end users, or any regulatory body) must be clearly communicated in writing and are subject to technical feasibility review and a change in price, timeline, and scope. Supplier shall not be liable for failure to meet undefined, evolving, or post-award security requirements not explicitly accepted in writing.

17. FORCE MAJEURE

In no event shall Supplier be liable to Customer, or be deemed to have breached the Contract, for any failure or delay in performing its obligations under the Contract, if and to the extent such failure or delay is caused by any circumstances beyond Supplier's reasonable control, including but not limited to acts of God, strikes, labor shortage or disturbance, fire, explosion, war or civil disturbance, terrorist attacks, epidemic, delays of carriers, breakdowns or disruptions in telecommunication, cyber-attacks, failure of normal sources of supply, passage of law or regulation, actions or inactions of government or public authority, or import or export restrictions or sanctions (a "Force Majeure Event"). Supplier' time of performance will be extended by a period equal to the length of the Force Majeure Event plus any consequences of the Force Majeure Event. Supplier will notify Customer within a reasonable time after becoming aware of a Force Majeure Event.

18. ASSIGNMENT AND SUBCONTRACTING

18.1. Assignment. Customer may not assign the Contract or any of its rights or obligations to any third party without Supplier's prior written consent. Supplier may assign its rights and obligation under the Contract, in whole or in part, to any of its Affiliates without Customer's consent. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder.

18.2. Subcontracting. Supplier may engage subcontractors to perform any part of its obligation under the Contract. Supplier remains responsible for the proper performance of its subcontractors and for ensuring that their work complies with the terms of the Contract.

19. SANCTIONS AND EXPORT CONTROL

19.1. Sanctions.

19.1.1. For the purposes of this clause, "Sanctioned Person" is a person or entity who has had applied to it, under any laws and/or regulations of any, or all, of the following:

- (i) the United Nations;
- (ii) the Swiss Confederation;
- (iii) the Federal Government of the United States of America; and
- (iv) the European Union

sanctions, including, but not limited to, any laws and/or regulations relating to economic or financial sanctions, sectoral sanctions, trade sanctions, shipping sanctions, export controls, trade

embargoes or other restrictive measures (individually and/or collectively, the "Sanctions").

19.1.2. Customer on behalf of its ultimate beneficial owners, affiliates, senior managers/directors/officers, hereby represents and warrants that it is not a designated Sanctioned Person nor a person or entity to which Sanctions apply and that it has not contravened any Sanctions at any time.

19.1.3. In the case of a breach of any of the foregoing representations and warranties, Supplier shall be entitled to terminate the Contract with immediate effect and without incurring any liability, and Customer shall indemnify and hold harmless Supplier from and against all losses and damages arising therefrom.

19.1.4. Supplier shall further be entitled to terminate the Contract with immediate effect and without incurring any liability, if Sanctions are applied to Customer (including any of its ultimate beneficial owners, affiliates, senior managers/directors/officers) or if it otherwise contravened Sanctions after the Contract has become effective.

19.1.5. Customer shall as soon as reasonably practicable notify Supplier in writing if: (i) at any time during the term of the Contract, there is any fact or circumstance that would give rise to a breach of any of the representations and warranties herein; or (ii) it becomes aware of any breach (or suspected breach) of this clause.

19.2. Export Control.

19.2.1. Customer shall not sell, export or re-export, directly or indirectly, to Afghanistan, Belarus, Cuba, Iran, North Korea, Russia, Syria, and/or Ukraine's occupied regions (i.e., Cherson, Crimea, Lugansk, Donetsk, Zaporizhia) (individually or collectively, the "Territories") or for use in the Territories, any Products, licenses, as well as related intellectual property supplied under or in connection with the Contract.

19.2.2. Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers and end-users.

19.2.3. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers and end-users, that would frustrate the purpose of paragraph (1).

19.2.4. Any violation of paragraphs 19.2.1, 19.2.2 or 19.2.3 shall constitute a material breach of an essential element of the Contract, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract; and (ii) damages.

19.2.5. Customer shall immediately inform Supplier about any problems in applying paragraphs 19.2.1, 19.2.2 or 19.2.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 19.2.1. Customer shall make available to Supplier information concerning compliance with the obligations under paragraph 19.2.1, 19.2.2 and 19.2.3 within two weeks of the simple request of such information.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1. Governing Law. The Contract shall be governed and interpreted in accordance with the laws of Switzerland, without regard to its conflict of law provisions, and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

20.2. Dispute Resolution. All disputes arising out of or in connection with the Contract, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The seat of the arbitration shall be Zurich, Switzerland.

21. MISCELLANEOUS

21.1. Changes in Work. Without prejudice to Supplier's right to make certain changes to the Products as provided in these General Terms and Conditions, no change to the scope of work shall be effective unless agreed in writing by both Customer and Supplier, including any resulting adjustments to price, schedule, or other contractual terms.

21.2. Changes in Law. If, after the Effective Date of the Contract, any adoption of or change in laws, regulations, ordinances, rules, treaties, orders, decrees, or the interpretation or administration thereof (including changes in tax law) renders performance by Supplier more expensive, more burdensome, or causes a delay, the parties shall inform each other without undue delay and provide detailed information on the effects of such change. Supplier shall be entitled to reimbursement for any increased efforts and costs (on a time and materials basis), as well as to an appropriate adjustment to the schedule and other contractual terms, as applicable.

21.3. Modification of Terms. The Contract may only be modified by a written instrument signed by duly authorized representatives of both parties.

21.4. Non-Waiver. Any waiver of a provision of the Contract must be made in writing and signed by the waiving party. Failure by either party to enforce any provision or to require strict compliance on any occasion shall not be construed as a waiver of its right to enforce the same or any other provision at any later time.

21.5. Rights and remedies. The rights and remedies provided under the Contract are exclusive of, any rights or remedies provided by law or otherwise available to the parties, except as expressly provided otherwise herein.

21.6. Notices. Any notice must be given duly signed and delivered by hand, registered mail, courier, or by email to the address of the relevant party as stated in the Contract or to such other address as such party may have notified in writing. E-mail requires written confirmation of the receiving party.

21.7. Entire Agreement. The Contract constitutes the entire agreement between the parties and replaces any prior agreement between them in relation to its subject matter.

21.8. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.9. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the Contract will be given effect as if such provision or part-provision had been replaced by a term with a similar economic effect. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.