

General Terms and Conditions of AMDT ("GTC")

1. Applicability

In all contractual relationships between us (MDT, Inc., hereinafter referred to as "AMDT") and you (hereinafter referred to as "Customer") in which AMDT provides products and/or services, these GTC include the general legal rules applicable and apply unless otherwise contractually agreed upon. Together with the applicable order form as well as the service specific terms and further documents as referenced and incorporated in the order form, they constitute the contractual agreement between AMDT and the Customer (hereinafter collectively referred to as the "Agreement"). These GTC apply to precontractual relations accordingly.

2. Deliverables/Additional services

AMDT shall provide certain products and services (hereinafter referred to as the "Deliverables") to the Customer under the terms and conditions described in the Agreement and as further specified in the order form in terms of functionalities, term and remuneration. Additional products and/or services may be provided at additional cost by written agreement of the Parties as stated in the specific terms.

3. Payment/Invoicing/Due date/Delayed payments

Upon acceptance of the Agreement, which occurs immediately upon submission of the signed order form or Purchase Order to AMDT by the Customer, the Customer shall be invoiced for the fees and term as set forth on the Agreement, in particular the order form (hereinafter referred to as the "Remuneration"). In case of an increase of Remuneration due to modification of scope which the Parties agreed upon in writing, the increased amount is calculated pro rata temporis for the remaining term of the current billing interval. Unless otherwise agreed upon in writing, payments are due without any deduction within thirty (30) calendar days after invoicing. Bank details for payment will be set forth in the applicable invoice. In case the Customer is in default of payment, AMDT will inform the Customer in writing (text form is sufficient). Any amounts due hereunder that are not paid by their due date will incur interest at the rate of eighteen percent (18%) per annum, and the Customer shall pay all costs of collection, including reasonable attorney fees. This shall not affect any more extensive rights.

If the Customer is still in default of payment after a reasonable extension period set by AMDT at its sole and complete discretion, AMDT may immediately suspend the Customer's use of the Deliverables until payment is made. AMDT shall provide the Customer with prior notice before any such suspension.

4. Term and Termination/Renewal

The commencement of the Agreement and the contract term (hereinafter referred to as the "Initial Term") are determined in the order form. If agreed in the order form, the Agreement thereafter shall automatically renew for successive one (1) year terms (hereinafter each referred to as an "Additional Term") unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the expiration of the Initial Term or any Additional Term, as the case may be. Both "Initial Term" and "Additional Term" shall each hereinafter from time-to-time be referred to as the "Term".

This Agreement may be terminated upon thirty (30) days' prior written notice in the event: (i) either party fails to perform any material obligation under this Agreement, if such failure is not cured within ten (10) days of the receipt of written notice from the other party, or such longer period as is reasonable under the circumstances, and provided that the defaulting party takes immediate steps to cure the default; (ii) either party becomes insolvent; (iii) either party fails to maintain any license, permit or certification required and such failure is not cured within thirty (30) days of the receipt of written notice from the other party; or (iv) there is a change in controlling local, state or federal laws, rules or regulations, or court decisions, which significantly alters either party's ability to perform under this Agreement or renders it commercially impracticable or unreasonable to continue under this Agreement.

5. Adjustment of Remuneration

The agreed Remuneration shall apply for the duration of the Term unless AMDT, at its reasonable and bona fide discretion, changes the Remuneration with effect from the beginning of an Additional Term. The Customer shall be notified by written declaration with a notice period of two months.

6. IP Rights/Rights of use

The Customer acknowledges and agrees that Deliverables are proprietary to AMDT and its licensors, including but not limited to any patents of any type or other title to or right in an invention, copyright, trademark, design, know-how or other industrial right, including all rights to exploit or use it (hereinafter collectively referred to as "IP Rights") or in Confidential Information (as defined herein), and that, except for the rights and licenses explicitly granted to the Customer under the Agreement, AMDT shall solely retain all IP Rights and rights in Confidential Information, including without limitation if those were utilized in connection with the Deliverables or created to address a requirement of or in collaboration with Customer. To the extent contractually agreed, AMDT grants to the Customer, a limited, revocable, non-exclusive license to use the Deliverables only in accordance with the terms of the Agreement and only to the extent defined therein. This limited, revocable, non-exclusive license shall apply only for the Agreement Term, until expired or otherwise terminated.

7. Confidentiality

"Confidential Information" is all information of the Parties which is subject to technical and organizational confidentiality measures and is marked as confidential or which is reasonably to be regarded as confidential according to the circumstances of disclosure to the other Party or according to its content and which the parties disclose to each other in the initiation, execution or termination of the contractual relationship. In particular, but not exclusively, customer data, products, manufacturing processes, know-how, inventions, business relationships (including the present contractual relationship and its content and conditions), business strategies, business plans, financial planning, personnel matters, information about research and development, product offers, pricing and availability of the service, analyses and benchmarks, software, the documentation, programs, tools, data, and other material that AMDT provides to the Customer before or on the basis of the Agreement, as well as the Agreement itself shall be deemed Confidential Information. Information is not (or is no longer) Confidential Information if the information in question:

- (a) was known or generally accessible to the public prior to disclosure by the other party or became so after disclosure without breach of a confidentiality obligation;
- (b) was demonstrably known to the receiving party prior to disclosure by the other party;

- (c) was independently obtained by the receiving party without recourse to the Confidential Information of the disclosing party;
- (d) was handed over or made accessible to the receiving party by an authorized third party without breach of a confidentiality obligation; or
- (e) has been explicitly released from confidentiality by the disclosing party.

The Parties undertake to protect all Confidential Information of the other Party obtained before and during the performance of the Agreement for an unlimited period of time in the same way as their own comparable Confidential Information, but at least to treat it confidentially with reasonable care. The parties shall oblige their employees, external staff and subcontractors to maintain confidentiality by means of suitable contractual regulations that comply and correspond with these GTC. The rights to Confidential Information shall remain with the disclosing party. The receiving party shall have no right of retention to Confidential Information of the disclosing party.

Confidential Information of the other Party may only be used for the performance of the purposes, rights and obligations arising from the Agreement as well as for the fulfillment of any legal obligation. Further, AMDT may include the name and the business name of the Customer as well as a short description of the rendered services in a reference list for advertising purposes regarding the products or services. The use of Confidential Information for other purposes is not permitted without the prior written consent of the other Party. In particular, the Parties are prohibited from commercially exploiting or imitating Confidential Information of the other Party in any way themselves (in particular by means of so-called "reverse engineering") or having it exploited or imitated by third parties.

Confidential Information of the other Party may not be disclosed to third parties, either directly or indirectly, e.g. as a description or summary, without the prior written consent of the other party. This shall not apply insofar as the disclosure

- (a) is to the Party's own employees, Affiliated Companies and/or consultants for the purposes as described immediately above and on the basis of the need-to-know principle and these recipients are subject to comparable statutory or contractual confidentiality obligations;
- (b) is ordered by a competent court or competent authority in the course of judicial or administrative proceedings; or
- (c) to other third parties is absolutely necessary for the fulfillment of a legal obligation.

In the case of sentence (a), the further handling of the Confidential Information by the third party shall be attributed to the disclosing party. In the cases of sentences (b) and (c), the other party shall be informed immediately of the order or legal obligation to the extent permitted by applicable law, so that it can attempt to prevent the disclosure by taking legal action if necessary. In the event that such legal measures are not taken by the other party, the disclosing party shall only disclose the specifically ordered or legally required part of the Confidential Information and shall use its best efforts to ensure that the third party assures the confidential handling of the Confidential Information concerned. Each party shall give the other party furnishing the Confidential Information as much advance notice of the possibility of such disclosure as practical so such party may attempt to stop such disclosure or obtain a protective order concerning such disclosure. All Parties shall comply with applicable law and any order by a court of competent jurisdiction regarding Confidential Information and the disclosure thereof.

The Parties shall make it clear in the course of disclosure that the information is confidential.

8. Limitation of Liability & Indemnification

The Customer shall bear all risk of theft, loss or damage not caused by the gross negligence or wilful misconduct of AMDT or authorized AMDT agents, for all Deliverables acquired pursuant to this Agreement. The Customer shall defend, indemnify and hold harmless AMDT, its subsidiaries and affiliates and its respective officers, shareholders, directors, members, managers, employees, and agents, from any and all claims, judgments, demands, liabilities, damages of any kind or nature, costs or expenses incurred in connection with any claims (including but not limited to: lawsuits, administrative claims, regulatory actions and/ or other proceedings to recover for economic loss, third party actions, claims or lawsuits) that relate in any manner or arise in any way from this Agreement, the Deliverables, AMDT's representations and/or AMDT's performance, breach or failure to perform by AMDT, without limitation, breach of warranty and claims for violation of laws or ordinances. The Customer's indemnification obligation will apply regardless of whether the claim arises in tort, gross negligence, recklessness, contract, equity or otherwise. This provision shall survive termination of this Agreement.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE DELIVERABLES PROVIDED OR RENDERED HEREUNDER. AMDT SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMDT's total liability hereunder for any and all claims shall be limited to the net amounts paid to it by the Customer during the most recent twelve-month period.

9. Exchange of data/Remote access

The Parties shall cooperate with each other in the exchange of such data, documents and information as required for the performance of their obligations under the Agreement, and as required to comply with any applicable state and federal regulatory, reporting or other requirements. The Customer shall grant AMDT the right and give AMDT the opportunity to use the systems and data of the Customer and, as far as required for the provision of Deliverables by AMDT and not opposed by any important reasons, allow for access to said data in the Customer's network via remote access.

The Customer shall further grant AMDT direct and remote access to the Deliverables and the IT systems at the expense of the Customer for the provision of services under the Agreement, including but not limited to defect diagnosis and remediation.

If and to the extent AMDT is not enabled by the Customer to carry out the services on the Customer's IT systems via remote access, the Customer shall reimburse AMDT for the additional expenses (travel time and additional costs for the remediation of defects and errors) which are incurred for the on-site remediation measures. The respective expenditure is charged according to the price list applicable at AMDT at the time of the support event and on an hourly basis.

10. Compliance and further obligations of the Parties

The Parties shall at all times comply with any and all local, state and federal laws, rules and regulations applicable according to the choice of applicable law as stated in section 17 of these

GTC relating to the provision of Deliverables under the Agreement, including, but not limited to, the maintenance of any required licenses, permits and certifications.

Customer shall for an unlimited period of time diligently safeguard the Deliverables to prevent any potential misuse.

After termination of the Agreement or end of agreed Term, Customer shall discontinue to use the Deliverables and, if applicable, delete them from its systems.

Free of charge, the Customer must provide all collaboration that AMDT requires in connection with performance of the Agreement, including, but not limited to, human resources, workspace, IT Systems, data, and telecommunications facilities.

11. Reverse engineering and modifications of Deliverables

The Customer shall not modify, alter, or make any changes to the Deliverables provided by AMDT. The Customer further shall not reverse engineer or attempt to recreate or redesign any Deliverables.

12. Insurance

Each Party shall, at its sole expense, at all times maintain comprehensive general liability insurance, in commercially reasonable amounts, against claims and losses which may arise out of the rendering of Deliverables under the Agreement.

13. Assignment of rights or obligations

The parties to the Agreement shall be independent contractors, and no joint venture, partnership, employment or other contrary relationship shall be created by the Agreement. The Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors. An assignment of rights or obligations under the Agreement as well as the complete contractual relationship is only permitted with the prior written consent of the other contracting party unless otherwise permitted by law. No assignment or delegation will relieve the Customer of any of its obligations under the Agreement. Notwithstanding anything contained herein to the contrary, in cases where required for the purpose of corporate restructurings, AMDT is authorized to give prior notice to the Customer and then assign the Agreement, rights or obligations as well as the entire contractual relationship to affiliated companies within the same corporate Group.

14. Information Security and Data Protection

AMDT shall take technical and organizational measures to ensure appropriate data security for data of the Customer transferred to AMDT for purposes intended under the Agreement. In doing so, the state of the art, the implementation costs, the type, scope and purposes of the processed data of the Customer as well as the probability of occurrence and the severity of both the information security risk for the Customer and the data protection risk for the data subjects under data protection law shall be taken into account.

The Parties' data protection obligations pertaining to possible commissioned data processing are set forth in a separate Personal Data Processing Agreement.

15. Audit rights

Subsequent to further rights and obligations set out in the service specific terms, AMDT may, if there is a justified reason at any time, and otherwise once a year, carry out an audit of the

scope of the Customer's use of the Deliverables. Except in justified urgent cases, the review shall be announced in writing with a notice period of two (2) weeks. The audit shall be carried out by an employee of AMDT or an expert commissioned by AMDT. The Customer shall provide the auditor with the information required to clarify the actual scope of use and shall allow the auditor to inspect relevant documents and records as well as the software and hardware environment used. The confidentiality interests of the Customer as well as the protection of its business operations from unreasonable interference shall be taken into account.

Furthermore, the Customer is obliged to provide information about the license usage (usage data) outside of the normal annual audit. The Customer will be notified separately for this in good time.

16. Export and Import Restrictions

To the extent the Deliverables and/or further software products/programs are subject to export and import restrictions (including but not limited to licensing/permission/authorization obligations, sanction regulations or any restriction applicable abroad regarding the use of the software or related technologies), the Customer shall comply with applicable export and import control regulations as well as any other applicable regulations. The fulfilment of the Agreement by AMDT is subject to the condition that there are no obstacles to the performance and fulfillment of the Agreement due to national and international export and import laws as well as any other legal regulations.

17. Final provisions

Unless otherwise stipulated, any modification or adjustment of the Agreement as well as any declaration or notification according to the Agreement (such as the exercise of any rights under the Agreement, termination of the Agreement, reminders (dunning) or setting of deadlines etc.) shall be made in writing. This shall also apply to the waiver of the written form requirement itself.

In case any provision of the Agreement is or becomes invalid or unenforceable, the validity of the Agreement shall not be affected thereby. The Parties shall be obliged to replace the invalid or unenforceable provision by a valid respectively enforceable one best achieving the economically desired result. The same applies in case of a regulatory gap.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts or choice of laws rules, principles or provisions. The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Cobb County, Georgia or the United States District Court for the Northern District of Georgia located in Atlanta, Georgia for any lawsuits, claims or other proceedings arising out of or relating to this Agreement. In the event of litigation or other proceedings by AMDT to enforce or defend any term or provision of this Agreement, the Customer agrees to pay all costs and expenses sustained by AMDT, including but not limited to, actual attorneys' fees and costs. AMDT shall be entitled to reimbursement of actual attorneys' fees and collection costs incurred to enforce its rights under this Agreement.

The Agreement sets forth the entire agreement and understanding of the parties as to the subject matter hereof and supersede all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. The order of precedence of the documents forming the Agreement is as follows: (1) Individual contract (order form), (2) Service specific Terms, (3) GTC.

Any different terms and conditions proposed by the Customer shall not be binding for AMDT and are hereby expressly rejected unless specifically approved by AMDT in writing.

18. Additional Definitions

The following terms used in these GTC shall have the meanings assigned to them below, unless the context requires otherwise:

AMDT	MDT, Inc. 8000 Avalon Blvd Suite 900 ; Alpharetta, GA 30009-2475
Basic Flat Rate	The monthly fee for the provision and maintenance of the standard version of the data management solution octoplant per installation, including the agreed number of BI Users and Devices.
BI User	A person who accesses dashboards or reports using the BI toolset to make business decisions.
Campus	Depending on the individual contractual agreement, either an Instance or a Campus is defined as the productive server environment for which the standard version of the octoplant data management solution is provided. A campus comprises a contiguous parcel of land that can include multiple buildings. Each Campus requires a minimum of one server license. Multiple licenses of the same type may be operated on one physical server, but each server requires a minimum of one license.
Devices	Industrial Control Systems that we can version and/or compare and/or backup, physical or virtual, used to automate and manage an operating or production environment, such as PLCs, HMIs, Robots, CNCs, VFDs, Cameras, OT Switches. This includes any device that works with an active configuration from a project, configuration file, etc. and that can be managed with octoplant. Documents (DOC, XLS, PDF, EPLAN) are not considered devices.
Instance	Depending on the individual contractual agreement, either an Instance or a Campus is defined as the productive server environment for which the octoplant software is deployed. An instance comprises a maximum of one physical production site. If the physical location is functionally divided (e.g. into production lines or cost centers), independent functional units are considered to be an independent entity.
Job	Claimed rights of use (per instance) per contractually agreed instance.
Party	Either AMDT or the Customer; 'Parties' means both together.

Pricing for Additional Devices	The increased monthly fee for the protection of additional Devices not included in the Basic Flat Rate per installation.
T&Cs/GTCs	General Terms and Conditions of AMDT for the subscription of the data management solution and additionally agreed upon assistance and additional support services in this context.
Volume	The number of Devices and/or BI Users per installation used by Customer during the current calendar quarter.
Volume Band	The billing unit for the remuneration of additional Devices and/or BI Users per installation not included in the Basic Flat Rate.
Volume Fee BI User	The increased monthly fee for the creation of additional BI Users not included in the Basic Flat Rate per installation.