



C. After-sales services and service contracts

Contractual terms and conditions applicable to after-sales services and service contracts provided by TRUMPF

XI. General provisions applicable to after-sales software services

In addition to the Chapters above (in particular, Chapters I to VII of the GTC), the following provisions shall apply to any and all services, maintenance, repair or installation works—including consultations, training, expert opinions and the relocation of machinery—ordered by the Customer under a separate contract (after-sales services outside the scope of warranty, hereinafter collectively: **after-sales services**). These provisions shall not apply if TRUMPF is obliged to provide such services for other reasons; in particular, to the Customer due to the defective performance described in Chapter V, and/or during the performance of services performed by TRUMPF as an intermediary between the Customer and any other company of the TRUMPF Group which undertook to provide such services to the Customer.

1. Maintenance works:

1.1 The Client and TRUMPF shall usually agree on the maintenance dates at least four weeks prior to the intended maintenance date. The maintenance shall not include any repair services. TRUMPF shall invoice the repair services, which are otherwise governed by Clause XI.2 below, to the Customer applying its rates valid on the date of performance, and shall disclose such rates to the Customer upon request.

1.2 During the maintenance works, free disposition over the machine shall be provided to the maintenance staff; the machine may not be available for manufacturing purposes during such period.

2. Maintenance and repair services:

2.1 If the Customer purchases the subject-matter of the repair/installation not directly from TRUMPF, then the Customer shall draw attention to any potential patent rights or copyrights applicable to the subject-matter; if the violation of such rights is not attributable to TRUMPF, then the Customer shall exempt TRUMPF from any potential claims made by third parties on the grounds of patent rights or copyrights.

2.2 If it is possible, TRUMPF shall indicate the expected repair/installation fee to the Customer in the repair/installation offer; in other cases, the Customer shall be entitled to determine cost limits. If the repair/installation cannot be performed at such cost or TRUMPF considers the performance of additional works to be necessary during the repair/installation, then the consent of the Customer must be obtained if the costs indicated in advance are exceeded by more than 15%. If the Customer requests an estimate of costs containing binding fees before the performance of the repair/installation, then such information has to be requested explicitly. Unless provided otherwise by the Parties, such an estimate of costs shall be binding in writing only. The fee payable for the preparation of the estimate of costs shall be determined according to the time dedicated to it. TRUMPF shall not charge the services performed with a view to prepare the estimate of costs if those can be utilised during the implementation of the repair/installation.

2.3 The Customer shall accept the repair/installation service as soon as it is advised for readiness and the subject-matter of the repair/installation has been tested as potentially agreed, except if the subject-matter of the repair/installation service has a defect that materially limits fitness for use. If acceptance by the Customer is delayed without the fault of TRUMPF, then the acceptance shall be considered as fulfilled after two weeks have passed since the advice of readiness of the repair/installation. Acceptance shall also be deemed to have taken place as soon as the Customer commissions the subject-matter of the repair/installation for production purposes.

2.4 If it is necessary for the performance of the repair/installation, the subject of the repair/installation, including any potential packaging and loading, shall be transported, at the expense of the Customer, to one of TRUMPF Group's manufacturing units, and, after the repair/installation is performed, returned to the Customer or be removed by the Customer. The risk of damage associated with the

transport shall be borne by the Customer. For the duration of the repair/installation at TRUMPF's manufacturing unit, the Customer shall insure the subject of the repair/installation against usual risks at its own cost. If the Customer is in default in taking back the subject-matter of the repair/installation, then TRUMPF shall be entitled to charge warehousing costs for storage or to store the subject-matter in any other way at its own discretion. The cost and risk of storage shall be borne by the Customer.

2.5 If the repair/installation services take place on site, at the Customer, then the Customer shall, at its own cost, ensure all legal and technical conditions falling within the scope of its competence in a timely manner and shall support TRUMPF in the execution of the works. If the Customer disposes of the technical equipment (crane, lifting equipment, shifting rollers, material handling equipment, necessary appliances and materials, etc.) and operating staff required for performing the repair/installation, then the Customer shall make those available to TRUMPF—according to the instructions of the latter and free of charge—in support of such repair/installation. The Customer shall take the necessary special measures for protecting the persons and objects on site. The Customer shall inform TRUMPF of any current and future safety requirements if those are relevant for the repair/installation. The Customer shall further:

- provide heating, lighting, power, water, including the necessary connections as well,
- provide the necessary dry and lockable rooms to store the tools of the staff performing the works,
- protect the site and materials of repair/installation against any negative impacts,
- clean the site of repair,
- transport the parts necessary for the installation to the site of installation.

If the Customer fails to perform its obligation to provide support, then TRUMPF shall, after setting a deadline, be entitled—but not obliged—to perform the actions resting with the Customer in its place and at its cost.

2.6 During the repair/installation works, free disposition over the machine must be ensured to the staff performing the repair/installation; during such period, the machine may not be available for manufacturing.

3. Training sessions:

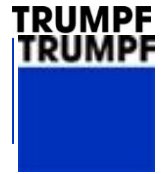
The travel and subsistence costs (such costs of the trainer in the event of onsite training) shall be borne by the Customer. In case of explicitly agreed training sessions which do not take place within three years as from the delivery of the subject-matter of the contract, the right of the Customer to claim such performance (or the refund of its portion of the fee) shall cease. If TRUMPF removes the product regarding which the Customer ordered a training from the delivery schedule after the lapse of the confirmed training date, then the request for training by the Customer shall be transformed into an equivalent training request concerning another subject-matter of the current TRUMPF delivery schedule.

4. Hourly rates, material fees, travel expenses:

The settlement of the material costs of after-sales services and the materials (spare parts, wearing parts, lubricants) used during the after-sales services shall be subject to the prices applied by TRUMPF at the date of performance; TRUMPF shall, if requested, inform the Customer of such prices in advance and shall indicate those separately on the invoice.

XII. Detailed rules and conditions applicable to certain service contracts

1. The following contractual terms shall apply to the following service contracts of TRUMPF: **"Remote"**, **"Maintenance"** and **"Performance"**, and the **options** that may be reserved as relevant supplements (these **contracts** are hereinafter collectively referred to as **"service contracts"**). The description and elements of the options are presented in Chapter XII, Clauses 9 to 20.



2. "Classic" and "Special" service contracts concluded before 1 January 2023 remain valid until the end of the term specified in the respective contracts with the Customer. After the expiry of such contracts, the conclusion of "Remote", "Maintenance" and "Performance" contracts will become necessary.

3. By default, the **service contracts** of TRUMPF provide **standard service packages** created from various service and standby elements, and the relevant discounts, for the given machines of the Customer during a specified period, for an annual flat rate and in the form of continuous performance.

4. The service contracts discussed in this Chapter C shall secondarily be governed (i.e. in respect of the issues not covered by this Chapter C) by the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft., applicable to machine tools and laser technology, (hereinafter: GTC), which can be accessed at https://www.trumpf.com/hu_HU/landing-pages/hu/aszf-es-egveb-dokumentumok/. At the Customer's request, TRUMPF shall make available the terms and conditions in an electronic or printed format as well. The GTC contains detailed information on warranty and liability.

5. The following definitions shall apply for the purposes of the service contract:

- **"machine tools"** shall mean the machines belonging to the following product lines of TRUMPF and, where appropriate, their relevant automation components related thereto: bending machines (TruBend, TruBend Cell, TruBend Center), 2D laser beam cutting machines and laser beam tube cutters (TruLaser and TruLaser Tube, not including TruLaser Cell and a TruLaser Robot), punching machines (TruPunch) and combined machines (TruMatic);
- **"laser technology"** shall mean the machines of the following product lines of TRUMPF: OEM laser sources (e.g. TruFlow, TruDisk and TruPulse), laser beam marking stations (TruMark Station), laser beam welding stations (TruLaser Station), laser beam robot systems (TruLaser Robot) and 3D laser beam machining equipment (TruLaser Cell).

6. Elements of the "Remote" service contract

6.1 In respect of the machine(s) specified in the confirmation of the order, the **"Remote"** service contract includes the following services:

- Troubleshooting over the phone;
- Remote support / Online remote diagnostics;
- Technical Guides.

6.2 Scope of the **"Troubleshooting over the phone"** service:

diagnosis and elimination of any defects of the TRUMPF equipment if this is possible over the phone. The service is available during normal working hours of the Technical Customer Service: between 8.00 am and 4.30 pm on working days.

6.3 Scope of the **"Remote support / Online remote diagnostics"** service:

6.3.1 Diagnosis and elimination of any defects of the TRUMPF equipment, preparations for and support of on-site repairs if this is possible with Teleservice assistance.

6.3.2 In terms of details, the service includes the following access and intervention options:

a) Remote control

The remote control function provides access to the applications and operating system of the operator's computer. Remote control serves to support the operator in the case of the operator's and data entry errors.

b) Remote diagnostics

Remote diagnostics allows for the detection of errors within the framework of access to the computer by the operator. This includes the components of NC and PLC, the user interface and the operating system of the user interface.

c) Remote administration

Remote administration allows for troubleshooting, updating of the components of NC and PLC, updating of the user interface,

setting up and updating of configurations and the setup of network configurations.

d) Data transfer

Date transfer allows for the exchange of files. This includes the system files of the operating system, the user interface, NC and PLC application data, and NC programs and client-specific data.

e) Dialog Mode

If it is not possible to initiate over-the-phone voice communication, the communication can be realised by the Teleservice software, using the built-in dialog mode.

6.3.3 Software updates are not included in the service.

6.4 Technical conditions for Remote support:

Via internet connection For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (hardware and software), and the Customer is required to meet the following criteria:

- The machine must be configured via TCP-IP for access to the Customer's network.
- The machine (Telepresence Box) must establish a connection with the TRUMPF Telepresence portal via the Customer's network. The connection is created via IPSec, using the standard UDP 500 and UDP 4500 ports.
- It is forbidden to automatically deactivate the access rules of the firewall if the firewall is unused for a longer period.

The Customer must submit to TRUMPF a detailed description of the defect, enabling TRUMPF to assess whether it is practical and feasible to make the Teleservice call.

6.5 Security of the Remote support:

Protection against unauthorised access is an important feature in using the remote support connection.

6.5.1 The Customer may only activate the remote support software after consultation with TRUMPF.

6.5.2 Remote support may only be provided by TRUMPF's authorised employee. The Customer's staff must be properly trained and authorised to approve the remote support and operate the machine.

6.5.3 The Customer is not entitled to change the remote support software settings.

6.5.4 Depending on the technology, TRUMPF shall take precautionary measures to prevent potential viruses from being transmitted to the Customer's software from the IT systems of TRUMPF's Technical Customer Service. If viruses are transmitted to the Customer's software through TRUMPF's IT systems, TRUMPF shall be held liable only in the case of intentional infringement and gross negligence.

6.5.5 The Customer is required to ensure that no viruses are transmitted to TRUMPF's IT systems. If there are viruses at the Customer that may harm TRUMPF's activity or may be transmitted during the remote support, the Customer shall notify TRUMPF thereof without delay in writing. If TRUMPF incurs any damage as a result of viruses deriving from the Customer's software, the Customer shall provide compensation for such damages to the extent it is responsible for the losses.

6.6 Scope of the **"Technical Guides"** service:

6.6.1 The Customer receives technical guidance on how to repair general defects without assistance. The guides are provided to the Customer by TRUMPF's Technical Customer Service, or the Customer receives them when it reports the defect through the service application (TRUMPF Service App). In addition to receiving the Technical Guides through the general contact information of the Technical Customer Service, the Customer will also receive the Technical Guides during the use of the service application.

6.6.2 The service application can be downloaded to Android or iOS devices from their App Stores. A free MyTrumpf account is required for the use of the service application.

7. Elements of the "Maintenance" service contract

7.1 In respect of the machine(s) specified in the confirmation of the order, the "Maintenance" service contract includes the following services:

- Elements of the "Remote" service contract without the options;
- Regular preventive maintenance based on TRUMPF's checklist.

7.2 Scope of the "Regular preventive maintenance based on TRUMPF's checklist" service:

7.2.1 The services provided during the maintenance are listed in TRUMPF's maintenance checklist. The list constitutes a part of all service contracts.

7.2.2 Number of annual maintenance works specified in the service contract: If more than one maintenance work needs to be performed annually, they should be scheduled, as far as possible, at regular intervals. Maintenance works shall be carried out during regular working hours on working days. During the guarantee period, the maintenance activity may be replaced by a warranty check in respect of all machines (however, the warranty obligation does not exempt the Customer from its obligation to conclude the required maintenance contract). The Customer and TRUMPF usually agree on the maintenance dates at least four weeks prior to the intended date. TRUMPF shall strive to reserve the date requested by the Customer. However, no demand may be made regarding the requested date. If the Customer reschedules the agreed maintenance date more than twice, TRUMPF shall be entitled to charge the resulting additional costs to the Customer.

7.2.3 For the duration of the maintenance, TRUMPF's repair staff shall be given full access to the machine. During this period, the machine may not be used for production operations. If this criterion is not met, the resulting waiting periods shall be charged separately.

7.2.4 During the maintenance, the Customer shall ensure the following:

- The entire equipment must be cleaned (including the exhaust system) prior to the maintenance so that the cleaning operation does not delay the maintenance work. Cleaning works shall fall outside the scope of the service contract.
- Unobstructed access to the equipment for the employees of TRUMPF, in particular, ensuring that materials stored on the surface of the equipment do not obstruct the maintenance works.
- The punching machines shall be warmed up. The machine will be properly warmed up when it was operated for about an hour under production conditions.
- Provide assistance staff and auxiliary materials as required.

7.2.5 The maintenance shall not include any repair services. Such works shall be ordered and scheduled separately.

7.2.6 The maintenance contract does not include materials and parts required for the maintenance. Before performing the maintenance work, TRUMPF shall submit a quote to the Customer in respect of the materials and parts that must be obtained by the Customer by the maintenance date.

7.2.7 The TRUMPF equipment may have components (such as cooling units, discharge bands or fire extinguishers, etc.) that originate from the suppliers of the manufacturing units of the TRUMPF Group and that require the specialists of the relevant supplier and special tools for maintenance to be performed. Maintenance of such supplied components may therefore be provided by the specialists of the suppliers only. Under the service contract, TRUMPF's specialists shall only perform the visual inspection of such supplied components. In the event of a striking defect or bad overall condition, the TRUMPF specialists shall immediately notify the Customer.

8. Elements of the "Performance" service contract

8.1 In respect of the machine(s) specified in the confirmation of the order, the "Performance" service contract includes the following services:

- Elements of the "Maintenance" service contract without the options;

- On-site repair services;
- Spare parts for repair;
- Provision of special tools for the repair works.

8.2 Scope of the "On-site repair services" service:

TRUMPF shall eliminate the defects of the machine concerned (including any errors of CNC control) without charging additional incidental costs as follows:

8.2.1 Labour and travel expenses incurred during the repair tasks required for the elimination of the defect are covered by the services and shall be paid as part of the "Performance" service fee. Requests for material and parts required for the repair of the defect that do not constitute spare parts for repair under Clause 8.3 shall be paid separately over and above the "Performance" service fee.

8.2.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. Repair works performed by the manufacturer of the control unit shall be ordered and coordinated by TRUMPF in each and every case. Repair works ordered from the manufacturer of the control unit directly by the Customer shall not be covered by the service contract.

8.2.3 For expediting the troubleshooting as much as possible, TRUMPF usually attempts to localise the defect over the phone and strives to eliminate it with the Customer's assistance. If the troubleshooting is successful, there will be no need to send a service technician to the site.

8.2.4 The use of original TRUMPF spare parts and wearing parts is required for the troubleshooting. If the defect of the machine has been caused by parts deriving from a third party, the Customer shall pay the costs of the repair in accordance with the prevailing fees of TRUMPF services.

8.2.5 The Customer's confirmation that it has certifiably completed the maintenance works falling within the operator's competence as specified in the user manual of the machine concerned is a prerequisite for TRUMPF's troubleshooting and its assumption of the associated costs.

8.2.6 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

8.3 Scope of the "Spare parts for repair" service:

Spare parts for repair are individual parts or units designed to replace the defective parts or units of a higher-level unit in order to preserve or restore the original function of the higher-level unit.

TRUMPF shall provide the spare parts required for the repair without additional charges as follows:

8.3.1 All parts required for the repair and their delivery (through normal transportation) to the Customer are covered by the service and shall be paid as part of the "Performance" service fee. TRUMPF, however, is entitled to separately charge for any spare parts for repair that must be replaced because of the Customer's negligence or because the user manual was ignored by the Customer. The delivery of spare parts is subject to TRUMPF's General Terms and Conditions of Delivery (GTC).

8.3.2 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party and any related spare part requirement for repair are outside the scope of the services.

8.3.3 Replaced or unnecessary parts constitute—or shall become—TRUMPF's property. Generally, TRUMPF arranges for their collection free of charge. If the Customer fails to enable TRUMPF to collect replaced or unnecessary parts, TRUMPF shall be entitled to charge the Customer for such parts.

8.3.4 If the Customer returns replaced or, after consultation with TRUMPF, unnecessary parts, TRUMPF shall bear the costs of normal transportation.

8.3.5 The provisions of Chapter XII, Clause 8.3 shall not apply to durable wearing parts and other wearing parts; they shall be paid separately. Wearing parts are parts that are subject to predictable wear and tear or abrasion during operation, or parts that need to be replaced shortly due to their technical features or the location of their use. Durable wearing parts are also subject to wear and tear or abrasion during operation but they last longer. Nevertheless, the life expectancy of such parts is shorter than that of the higher-level unit concerned.

8.4 Scope of the **"Provision of special tools for the repair works"** service:

8.4.1 If special tools are required for the service, their delivery and collection (normal transportation in all cases) are covered by the services and shall be paid as part of the **"Performance"** service fee.

8.4.2 The provision of special tools for the correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

***** POSSIBLE OPTIONS *****

9. Elements of the **"Visual Assistance"** option

The **"Visual Assistance"** option may be combined with any package (only in the case of machine tools).

9.1 In respect of the machine tool specified in the confirmation of the order, the **"Visual Assistance"** option includes the following services:

- Visual Assistance.

9.2 Scope of the **"Visual Assistance"** option:

9.2.1 Visual Assistance facilitates better diagnostics and correction of the problems on TRUMPF machines. Subject to some constraints, Visual Assistance provides remote support and helps to prepare for service tasks.

9.2.2 Features of Visual Assistance

a) Video calls

If the Customer is beside the machine with a device chosen at its discretion (e.g. smartphone, tablet or smart glasses), TRUMPF's Technical Customer Service may initiate a video call with the Customer.

During the video call, TRUMPF's Technical Customer Service checks the Customer's machine through the video camera of the Customer's device. Another option for TRUMPF's Technical Customer Service is to activate the video camera on its own device in order to solve the problem, or it may even share its screen with the Customer.

b) Markings on paused shots

Any participant of the video call may pause the video and add markings or texts to the paused screenshot.

c) Images and video calls

It is also possible to record images or videos during the video call. After recording, the images can be saved and the video call can be continued. In the case of videos, this option remains available even after the end of the video call.

d) Chat

The chat function may be used as an alternative communication device if the machine hall is too noisy and thus Visual Assistance or over-the-phone communication are impossible.

9.3 Requirements for Visual Assistance:

9.3.1 For the use of Visual Assistance, the Visual Assistance application must be installed on the final device (e.g. smartphone, tablet, smart glasses). To that end, TRUMPF enables the Customer to install the application (from the relevant App Store). System and compatibility requirements are available on the following website: <https://oculavis.de/en/compatibility>.

9.3.2 TRUMPF makes the application downloadable in the App

Stores and sends an email to the Customer, which contains the access data required for signing in to the application.

9.3.3 The Customer shall provide a detailed description to TRUMPF in respect of the problem arising on the TRUMPF machine to enable TRUMPF to assess whether it is practical to use the Visual Assistance service.

9.3.4 A reliable internet connection is required for uninterrupted video calls. The Customer shall ensure the availability of adequate speed for the internet connection either via WLAN or mobile net. The minimum and recommended band widths depend on the type of the call and the number of participants. The Customer may request the necessary band widths from TRUMPF's contact person.

9.4 Collection and storage of personal and non-personal data during the Visual Assistance service.

In providing services through Visual Assistance, TRUMPF collects data on the Customer. Such data may be personal data (e.g. images or video recordings) or non-personal data (e.g. shots taken of the Customer's equipment or final goods).

During the processing of personal data, data are stored and used for the performance of the service specified in contract (Article 6(1)(b) of the GDPR).

TRUMPF shall process and store personal data strictly for the purposes of performing services through the Visual Assistance service. It shall not use the data for any other purposes. It shall store data in order to monitor the services delivered, and it shall erase the data as soon as they are no longer needed for the above purposes.

More details on data protection are available at https://www.trumpf.com/hu_HU/meta/adatvedelem/.

10. Elements of the **"Maintenance parts"** option

The **"Maintenance parts"** option may be combined both with the **"Maintenance"** and the **"Performance"** packages (only for laser technology equipment in the case of both packages).

10.1 In respect of the machine tool specified in the confirmation of the order, the **"Maintenance parts"** option includes the following services:

- Maintenance parts.

10.2 Scope of the **"Maintenance parts"** option:

10.2.1 Wearing parts used for maintenance are also covered by the option. The price of the option includes the wearing parts; TRUMPF shall not charge for these separately.

10.2.2 The **"Maintenance parts"** option does not include spare parts for repair. Spare parts for repair shall be invoiced after consultation with the Customer (submission of quote) and approval by the Customer (Customer's order).

11. Elements of the **"Parts discount"** option

The **"Parts discount"** option may be combined both with the **"Maintenance"** and the **"Performance"** packages.

11.1 In respect of the machine tool specified in the confirmation of the order, the **"Parts discount"** option includes the following services:

- Discount on spare parts for repair;
- Discount on wearing parts and durable wearing parts.

11.2 Scope of the services provided under the **"Parts discount"** option element:

11.2.1 All spare parts for the repair of the machine(s) specified in the confirmation of the order (their definition is included in Chapter XII, Clause 8.3) are subject to a 5% discount from the current list price.

11.2.2 The necessity of the replacement of spare parts for repair is determined by the Technical Customer Service.

11.2.3 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

11.3 Scope of the services provided under the **"Discount on wearing parts and durable wearing parts"** option element:

11.3.1 All wearing parts and durable wearing parts used for the machine(s) specified in the confirmation of the order (their definition is included in Chapter XII, Clause 8.3.5) are subject to a 5% discount from the current list price.

11.3.2 The necessity of the replacement of durable wearing parts is determined by the Technical Customer Service.

11.3.3 The Customer may order the wearing parts from TRUMPF as required, providing the serial number of the relevant machine. TRUMPF retains the right of refusing the discount if the quantity ordered exceeds the generally required quantity. If the Customer fails to provide the serial number, no discount shall be granted.

11.3.4 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

12. Elements of the "Service discount" option

The "Service discount" option may be combined with the "Maintenance" package.

12.1 In respect of the machine(s) specified in the confirmation of the order, the "Service discount" option includes the following services:

- Discount on the hourly rate of on-site repair.

12.2 Scope of the services provided under the "Discount on the hourly rate of on-site repair" option:

12.2.1 All hourly rates of the on-site repair of the machine(s) specified in the confirmation of the order are subject to a 10% discount from the current list price.

12.2.2 The discount shall only be applicable to the hourly rates of repair performed by the service technicians of TRUMPF.

12.2.3 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

13. Elements of the "Genuine parts service 24/7" option

The "Genuine parts service 24/7" option may be combined both with the "Maintenance" and the "Performance" packages.

13.1 In respect of the machine(s) specified in the confirmation of the order, the "Genuine parts service 24/7" option includes the following services:

- Parts order 24/7 service.

13.2 Scope of the services provided under the "Genuine parts service 24/7" option:

The Genuine parts service 24/7 service is available 24 hours a day on every day of the week (including holidays). The fixed lump sum of night-time and weekend use is included in the Genuine parts service 24/7 service option. In the case of completed deliveries, the costs associated with the parts and the transportation thereof are not covered by the contract and shall be charged separately.

14. Elements of the "Express reaction" option

The "Express reaction" option may be combined both with the "Maintenance" and the "Performance" packages.

14.1 In respect of the machine(s) specified in the confirmation of the order, the "Express reaction" option includes the following services:

- Hotline response time;
- On-site repair response time.

14.2 Scope of the services provided under the "Hotline response time" option element:

If the Customer reports the defect of the machine to TRUMPF's call centre over the phone and the Customer is unable to contact the Technical Customer Service immediately, the staff member of the Technical Customer Service shall call the Customer within 2 hours of the report at the latest (during regular working hours), and provide guidance over the phone in order to help localise and eliminate the defect. If the defect may not be eliminated via this channel, the deadline for dispatching a service technician to the site is included in Chapter XII, Clause 14.3.

14.3 Scope of the services provided under the "On-site repair response time" option element:

14.3.1 If the defect may not be eliminated as referred to in Chapter XII, Clause 14.2, TRUMPF shall assign a service technician or a designated partner company to carry out the on-site repair.

14.3.2 Conditions for machine tools: If the Customer reports the defect by 12:00 o'clock on a working day, TRUMPF's service technician shall visit the site, as far as possible, on the next working day by 12:00 o'clock at the latest to carry out the repair. If this is not feasible or the Customer reports the defect after 12:00 o'clock on a working day or on the weekend, the service technician shall visit the site by 12:00 o'clock on the second working day following the report to carry out the repair.

14.3.3 Conditions for laser technology equipment: (this option is only available under the "Extended availability 24/7" option, see Chapter XII, Clause 16). If the initial defect identification and elimination attempted with the Customer's participation over the phone prove unsuccessful, TRUMPF shall visit the site within 24 hours of the communication of the defect on working days of the week in order to carry out the on-site detection and elimination of the defect. If the Customer reports the fault on a working day before a public holiday or on a weekend, TRUMPF will detect and eliminate the fault on the following working day. TRUMPF does not perform on-site service on national holidays (Christmas Eve, Christmas, New Year, Easter, Pentecost, other Hungarian public holidays).

14.3.4 The dispatch deadline of the service technician shall not apply to travel restrictions which were not caused by TRUMPF's technician or which are attributable to the Customer.

15. Elements of the "On-site repair availability weekend" option

The "On-site repair availability weekend" option is the extension of the "Express reaction" option (see chapter XII, paragraph 14) to the weekends, with the exception of holidays (Christmas Eve, Christmas, New Year, Easter, Pentecost, other public holidays in Hungary).

15.1 This option can only be ordered together with the "Express reaction" option.

15.2 This option is only available for laser technology equipments.

15.3 In case of an on-site service, the weekend service hourly rate for laser technology equipment shall be applied.

16. Elements of the "Remote extension" option

The "Remote extension" option may be combined with all other packages.

16.1 In respect of the machine(s) specified in the confirmation of the order, the "Remote extension" option includes the following services:

- Extended availability of the Technical Customer Service;
- Extended use of Remote support / Online remote diagnostics.

16.2 Scope of the services provided under the "Extended availability of the Technical Customer Service" option element:

In the case of defects detailed in Chapter XII, Clause 6.2, the following "Extended availability of the Technical Customer Service" shall be applicable: from 7 a.m. to 7 p.m. Monday through Friday, except holidays and bank holidays.

16.3 Scope of the services provided under the "Extended use of Remote support / Online remote diagnostics" option element:

In the case of defects detailed in Chapter XII, Clause 6.3, the following "Extended availability of the Technical Customer Service" shall be applicable: from 7 a.m. to 7 p.m. Monday through Friday, except holidays and bank holidays.

17. Elements of the "Remote extension 24/7" option

The "Remote extension 24/7" option may be combined both with the "Maintenance" and the "Performance" packages (only for laser technology equipment in the case of both packages).

17.1 In respect of the machine(s) specified in the confirmation of the order, the "Remote extension 24/7" option includes the following services:

From 4:30 p.m. to 8 a.m. Monday through Friday and on weekends the

following services shall also be available (except for holidays: Christmas Eve, Christmas, New Year's Day, Easter, Pentecost and other Hungarian state holidays):

- Continuous availability of the Technical Customer Service;
- Online remote diagnostics (depending on the product).

17.2 Conditions for the "Remote extension 24/7" option:

17.2.1 The agreement is applicable to contractual elements defined in more detail in the contract.

17.2.2 The availability of the Technical Customer Service over the phone is guaranteed during regular working hours and during the standby period of the service. Regular working hours: from 8 a.m. to 4:30 p.m. Monday through Friday except bank holidays. The standby period of the service refers to all hours outside of regular working hours, i.e. 24 hours every day. The terms and conditions of this contract shall be applicable at all times outside of regular working hours.

17.2.3 TRUMPF undertakes to make available qualified staff members outside of regular working hours over the phone. TRUMPF's staff members shall provide over-the-phone support in the case of problems arising in respect of laser technology equipment. The following cases are excluded:

- Optical, electric, control and cooler parts in TRUMPF's laser technology equipment and other products which fall outside of TRUMPF's scope of delivery;
- Price-related information, price quotes for materials and/or personal services.

17.2.4 Upon contract conclusion TRUMPF provides the Customer with a dedicated phone number through which the Customer may contact the Technical Customer Service outside of regular working hours. The phone numbers of regular repair service may be called during regular working hours.

17.2.5 The services of this option are provided exclusively over the phone. The staff on call do not carry out on-site repairs. Likewise, repair works carried out by service technicians during the standby period of the repair fall outside of the scope of the "Extended availability 24/7" service. If on-site repair works need to be performed, TRUMPF shall charge for the service separately.

17.2.6 Requirements pertaining to the Customer

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training packages listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruLaser Cell 5030/7000/8030** products.

- TruLaser Cell basic training (2.5 days);
- TruLaser Cell machine operator training (5 days);
- Recommended: TruFlow (5 days) / TruDisk (4 days) advanced maintenance training

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training packages listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruLaser Cell 1100** products.

- TruLaser Cell machine operator and programmer training (3 days);
- TruFlow (5 days) / TruDisk (4 days) advanced maintenance training;
- SeamLine (2 days) or SeamLine Pro (2 days) machine operator and programmer training.

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training package listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruFlow** products.

- TruFlow (5 days) advanced maintenance training.

17.2.7 We recommend that the Customer store a parts inventory on the site. Consultation is required with the Technical Customer Service

regarding the content of the package.

17.2.8 Conclusion of the contract for the "Extended availability 24/7" service is subject to compliance with the maintenance period specified by the Technical Customer Service. Moreover, the maintenance (ad hoc maintenance or contractual maintenance) must be carried out by the Technical Customer Service.

17.2.9 The Customer shall ensure compliance with the technical conditions specified in Chapter XII, Clause 6.4 in order to enable the VPN connection for remote access to the machine.

18. Elements of the "On-site repair coverage" option

The "On-site repair coverage" option may be combined with the "Maintenance" package. The prerequisite for the option is access to the machine via Remote support.

18.1 In respect of the machine(s) specified in the confirmation of the order, the "On-site repair coverage" option includes the following services:

- On-site repair.

18.2 Scope of the services provided under the "On-site repair coverage" option:

TRUMPF shall eliminate the defects of the machine concerned (including errors in the CNC control, if it was part of TRUMPF's scope of delivery) without charging additional incidental costs on working days as follows:

18.2.1 Labour and travel expenses incurred during the repair tasks required for the elimination of the defect are covered by the services and shall be paid as part of the "On-site repair flat-rate" option.

18.2.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. Repair works performed by the manufacturer of the control unit shall be ordered and coordinated by TRUMPF in each and every case. Repair works ordered from the manufacturer of the control unit directly by the Customer shall not be covered by the service contract.

18.2.3 For expediting the troubleshooting as much as possible, TRUMPF usually attempts to localise the defect over the phone and strives to eliminate it with the Customer's assistance. If the troubleshooting is successful, there will be no need to send a service technician to the site.

18.2.4 The use of original TRUMPF spare parts and wearing parts is required for the troubleshooting. If the defect of the machine has been caused by parts deriving from a third party, the Customer shall pay the costs of the repair in accordance with the prevailing fees of TRUMPF services.

18.2.5 The Customer's confirmation that it has certifiably completed the maintenance works falling within the operator's competence as specified in the user manual of the machine concerned is a prerequisite for TRUMPF's troubleshooting and its assumption of the associated costs.

18.2.6 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

18.2.7 The "On-site repair flat-rate" option does not include the costs of spare parts. The spare parts required for the repair of the machine shall be separately invoiced by TRUMPF.

19. Elements of the "On-site repair coverage weekend" option

The "On-site repair coverage weekend" option is an extension of the "On-site repair coverage" option (see Chapter XII, paragraph 18) to the weekends, with the exception of holidays (Christmas Eve, Christmas, New Year, Easter, Pentecost, other Hungarian public holidays).

19.1 This option can only be ordered together with the "On-site repair coverage" option.

19.2 This option is only available for laser technology equipments.

20. Elements of the "Condition monitoring" option

The "Condition monitoring" option may be combined with all packages

(only in the case of laser technology equipment).

20.1 In respect of the machine(s) specified in the confirmation of the order, the **"Condition monitoring"** option includes the following services:

- Condition monitoring;
- Condition reports.

20.2 Scope of the services provided under the **"Condition monitoring"** option element:

Condition Monitoring includes the surveillance of the laser source by AI algorithms and TRUMPF experts. This enables the early detection of unscheduled machine downtimes and provides the means for increasing the availability of the system. In addition, planning and preparing for service tasks may be optimised, and the frequency and costs of on-site repairs may be reduced.

20.3 Scope of the services provided under the **"Condition reporting"** option element:

20.3.1 The Condition report provides a detailed overview of the condition of all parts of the machine, and of the weekly events and use of the machine. The report may be used for working out specific optimisation measures.

20.3.2 TRUMPF provides the condition report on two occasions per year under the Condition Monitoring option.

20.4 Conditions for the **"Condition monitoring"** option:

20.4.1 Detailed information on system requirements and network configurations is available at https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

20.4.2 Detailed information on data protection is available at https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

20.4.3 This requires permanent data transmission at predefined intervals from the laser technology equipment to TRUMPF.

21. Elements of the **"Smart View Services"** option

The **"Smart View Services"** option may be combined with all packages (only in the case of laser technology equipment) or may be also purchased separately.

21.1 In respect of the machine(s) specified in the confirmation of the order, the **"Smart View Services"** option includes the following services:

- Smart View Services service.

The scope of the service also covers the right of use of the Smart View Services licence.

21.2 Conditions for the **"Smart View Services"** option:

21.2.1 Detailed information on system requirements and network configurations is available at https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

21.2.2 Detailed information on data protection is available at: https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

22. Elements of the **"Industry 4.0 Starter Package"** option

The **"Industry 4.0 Starter Package"** option may be combined with all packages (only in the case of laser technology equipment: for TruLaser Cell equipment) or may be also purchased separately.

22.1 In respect of the machine(s) specified in the confirmation of the order, the **"Industry 4.0 Starter Package"** option includes the following services:

- Daily production report;
- Condition monitoring;

- Condition reports.

22.2 Scope of the service provided under the **"Daily production report"** option element:

22.2.1 The Daily production report provides an overview of the utilisation rate of the machines and programme runs, as well as of the causes of the errors arising during downtimes.

22.2.2 The Daily production report is provided on a daily basis as part of the Industry 4.0 Starter Package option.

22.3 Scope of the services provided under the **"Condition monitoring"** option element:

Condition Monitoring includes the surveillance of the laser source by AI algorithms and TRUMPF experts. This enables the early detection of unscheduled machine downtimes and provides the means for increasing the availability of the system. In addition, planning and preparing for service tasks may be optimised, and the frequency and costs of on-site repairs may be reduced.

22.4 Scope of the services provided under the **"Condition reporting"** option element:

22.4.1 The Condition report provides a detailed overview of the condition of all parts of the machine, and of the weekly events and use of the machine. The report may be used for working out specific optimisation measures.

22.4.2 The Condition report is provided weekly as part of the Industry 4.0 Starter Package option.

22.5 Conditions for the **"Industry 4.0 Starter Package"** option:

22.5.1 Detailed information on system requirements and network configurations is available at https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

22.5.2 Detailed information on data protection is available at: https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis.

22.5.3 This requires permanent data transmission at predefined intervals from the laser technology equipment to TRUMPF.

XIII. Condition survey (condition inspection)

TRUMPF shall basically reserve the right to perform the condition survey of the machine to be included in the future contract still prior to the conclusion of the relevant service contract. Such condition survey shall be subject to a fee and TRUMPF may charge it separately, according to the expenses incurred. If the service contract is concluded within 3 months following the condition survey, then TRUMPF shall issue a credit note about the condition survey fee upon the conclusion of the contract. The result of the condition survey shall be recorded in writing, to be confirmed by the Customer by their signature. If the condition survey shows that the machine concerned is in substantial need of repair, then the repair works shall be performed separately. TRUMPF shall charge the fees thereof in accordance with the expenses incurred. The service contract may be concluded after completion of the repair works only.

XIV. Fees and payment

1. The costs of the given service scope shall be included in the annual flat rate agreed in the service contract, together with any potential incidental costs (such as the travel, catering and accommodation expenses of the TRUMPF employees performing the maintenance and service activities).
2. The flat-rate of all service packages and the additionally reserved options shall be charged annually, at the beginning of the service period.
3. Unless otherwise provided for by the Parties, all invoices issued by TRUMPF shall be payable without any deductions to the applicable bank account number specified by TRUMPF and within 30 days as from receipt by the Customer. The value-added tax shall be charged in



accordance with the VAT rate in effect. Timely payment shall be determined according to the crediting to the bank account of TRUMPF. In the event of overdue payment, TRUMPF may, after prior notification, suspend the performance of—or even terminate—the service contract.

4. If TRUMPF's calculation base for the service contracts has changed due to increased costs, the annual flat-rate shall be adjusted accordingly after the expiry of the contractual year. In such a case, the Customer shall be entitled to terminate the service contract with immediate effect within 30 days of receipt of the notice on the modification of the annual flat-rate.

XV. Term and termination of contract

1. The service contract purchased together with the machine is indicated in the confirmation of the order, and it enters into effect on the day of the delivery & acceptance of the machine in the case of the "Remote" and the "Maintenance" service packages and after the expiry of the basic guarantee in the case of the "Performance" package. Subsequently sold service contracts shall enter into effect upon the start date of the service period specified in the quote drawn up by TRUMPF and signed by the Customer.
2. The "Remote" and "Maintenance" service contracts, including the options purchased, have a duration of 12 months. At the end of the 12 month service period, the service contract shall be automatically extended by one year unless it is terminated by the parties in writing (including simple email messages) at least 30 days before the end of the annual service period.
3. The "Performance" service contract may be concluded, along with the potentially reserved options, until the end of the 5th operating year. The term of the "Performance" service contracts, including the additionally reserved options, is minimum 1 year. However, based on an agreement between the Customer and TRUMPF, the term of the contract may be extended until the end of the 5th operating year at the latest. The contract shall be extended in annual steps. TRUMPF shall indicate the term accordingly on the confirmation of the order as well. At the end of the 5th operating year, the contractual relationship shall be terminated automatically.
4. The term of the service contract may not be modified during the year.
5. In the case of gross breach of contract, both Parties shall be entitled to terminate the contract without a notice period.
6. The contract must be terminated in writing.

XVI. Liability for damages

1. **TRUMPF's liability for any and all damages arising from TRUMPF's any and all breach of the service contract concluded with the Customer or caused otherwise to the other Party—except for damages caused to the indirect subject-matter of the service, i.e. the specific equipment included in the service contract— shall be excluded.** The exclusion or limitation of liability shall not apply to the following cases:
 - liability for damages caused wilfully by TRUMPF;
 - liability for breach of contract attributable to TRUMPF that harms human life, physical integrity and health;
 - statutory liability based on product liability rules for product damages toward third persons not qualifying as Customers;
 - limitation of liability amount potentially stipulated under a separate agreement within the individual service contract (excluding, for the sake of clarity, the provisions of the procurement contract referred to in Chapter VIII) with the proviso that such a stipulation must be explicit, and unless provided otherwise, TRUMPF's liability even within this threshold shall not cover damages arising from loss of material gain (e.g. from loss of production) or from substitute transaction (e.g. toll manufacturing).

Other than the above, no claims for damages may be demanded of TRUMPF in relation to the service contracts

2. The liability and warranty obligation of TRUMPF shall be particularly excluded in the following cases, when they are not directly attributable to TRUMPF: unsuitable or unprofessional use, defective assembly or

commissioning by the Customer or third parties, normal wear and tear, defective handling or misappropriation, irregular maintenance, unfit plant equipment, defective construction works, unsuitable building foundation, chemical, electrochemical or electrical impacts, and/or other external impacts. If the Customer or a third party performs unprofessional repairs, then TRUMPF shall not be liable for the resulting consequences. The same applies to any modification of the subject-matter of the sale/service that was not approved by TRUMPF in advance.

3. The lapse of the Customer's claims for damages which are based on TRUMPF's breach of contract or the defects of the subject-matter of the service are governed by Chapter VII.

D. After-sales service contracts for software products

Contractual terms and conditions governing after-sales service contracts for software products provided by TRUMPF

XVII. General provisions applicable to after-sales service contracts for software products

The following contractual terms shall apply to the following software service contracts of TRUMPF: "TruTops Boost", "TruTops Cell", "SW48", "Programming Tube", "TruTops Calculate" and "OSEON" (these **software service contracts** are hereinafter collectively referred to as "service contracts").

1. General information

1.1 Unless otherwise provided for in the following provisions, the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft., applicable to machine tools and laser technology, shall apply. The referenced document includes, amongst others, the details of warranty and liability as well.

1.2 Preconditions for the performance by TRUMPF of the services regulated in the service contracts:

- a) The Customer holds the software licence issued by TRUMPF. Such licence shall be governed by the relevant terms and conditions and the general provisions applicable to Software Products (Chapter X of the "General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft."; see the above Clause 1.1).
- b) The minimum requirements concerning the hardware and software portfolio of the Customer—specified by TRUMPF for the currently valid product version—shall be complied with.
- c) The Customer shall acknowledge that it does not have the right to claim—beyond the updates, repairs and upgrades of the software licenced to it—anything more than it is entitled to under the software licence certificate.
- d) The Customer shall appoint one of its employees as system administrator for TRUMPF.

1.3 The Customer shall ensure that no viruses are transmitted to the computer systems of TRUMPF. If there are viruses at the Customer which might negatively affect the Teleservice activities of TRUMPF (see Chapter XII, Clause 6.5), or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF of this circumstance in writing. If TRUMPF incurs any damage due to the transmission of viruses via the software applications of the Customer, then the Customer shall reimburse such damage if its negligence can be established.

XVIII. Detailed rules applicable to software service contracts

1. Services provided under software service contracts

1.1 The "TruTops Boost", "TruTops Cell", "SW48", "Programming Tube", "TruTops Calculate" and "OSEON" service contracts include the following services:

- Telephone support with call-back service;
- Online remote diagnosis via the "teleservice system" integrated into the TruTops Boost application and, potentially, into other software applications;

- Delivery of an up-to-date main version;
- Access to updates and user hints and tips;
- Prioritisation of the Customer's inquiries;
- Resupply of software installation files;
- Licence changes.

1.2 Scope of services regarding **"Telephone support"**:

Telephone support provided by a specially trained software technician of TRUMPF for the elimination and handling of disturbances, and for use. The service is available during normal working hours of the Technical Customer Service: Monday to Friday, between 8.00 am and 4.30 pm, except for non-working days.

1.3 Scope of services regarding **"Online remote diagnosis"**:

1.3.1 Diagnosis and elimination of any defects of the TRUMPF software application, and support and preparation of troubleshooting works during normal working hours, if this is possible with the Teleservice system integrated into the software applications. If the above is not possible, the connection is created via remote desktop access.

1.3.2 In terms of details, the service includes the following access and intervention options:

a) Data transfer

Date transfer allows for the exchange of files. This includes the application data of the user interface, as well as other programmes and client-specific data required for TRUMPF's software solutions.

b) Remote desktop access

If there is no telephone voice communication available, communication shall be realised by remote desktop access.

1.3.3 The Customer shall send to TRUMPF a detailed description of any errors in order that TRUMPF can decide if Teleservice is an option.

1.4 Scope of services regarding the **"Delivery of an up-to-date version"**:

As long as there are further enhancements to the product, the Customer shall be entitled to the delivery of the up-to-date version.

The Customer shall receive the up-to-date version via electronic means as a downloadable file.

TRUMPF shall provide the documentation of the applicable main version in electronic format.

1.5 Scope of services regarding **"Access to updates and user hints and tips"**:

Together with the software service contract, the **Customer shall assume the obligation to register** on the **MyTRUMPF** client portal, which is available free of charge (https://www.trumpf.com/en_INT/mytrumpf/). Customers can access and download, free of charge, the currently available updates (the corrections and further developments of the currently up-to-date main version).

1.6 Scope of services regarding **"Prioritisation of the Customer's inquiries"**:

TRUMPF shall assign priority to the inquiries of the Customer over the inquiries of customers that do not have a service contract, and such inquiries shall be processed by a TRUMPF software technician as quickly as possible.

1.7 Scope of services regarding the **"Resupply of software installation files"**:

If the software installation files are lost, TRUMPF shall provide the software installation files via electronic means free of charge, as downloadable files.

1.8 Scope of services regarding **"Licence changes"**:

Licence changes, the transfer of licences, and the reactivation of lost licences are included in the software service contract.

XIX. Fees and payment

1. The flat rate specified in the service contract shall include the costs of the scope of services detailed above. The flat-rate applies to the number of workplace licences and software options agreed between the Customer and TRUMPF. If the number of licences or the software options in the software service contract are changed, TRUMPF shall make the corresponding price adjustment.
2. TRUMPF shall invoice services beyond the scope of services of the software service contract according to the applicable TruServices price list.
3. Unless otherwise provided for by the Parties, all invoices issued by TRUMPF shall be payable without any deductions to the applicable bank account number specified by TRUMPF and within 30 days as from receipt by the Customer. Timely payment shall be determined according to the crediting to the bank account of TRUMPF.
4. After the expiry of the contract for TRUMPF software products, if the contract is not extended uninterruptedly—due to the discontinuation of the contract—, upon the re-conclusion of the contract backdating costs will also arise over and above the contract fee.

XX. Term of contract, increase of fees

1. Software service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall be 12 months. The earliest date for the start of the duration shall be the 1st day of the month in which the software concerned is installed at the Customer.
2. After the end of the term, the service contract may be extended by one year at the Customer's request. The maximum contractual term is 60 months.
3. IMPORTANT additions to the contracts for OSEON software applications:

Upon the expiry of a contract for OSEON software applications, the contract shall be extended automatically by another 12 months, and it shall be invoiced. An exception to the above is the case where the Customer indicates to TRUMPF Hungary Kft. its intention to terminate the contract in writing within not later than 3 months before the expiry of the current contract.

After the expiry of the contract for OSEON software products, cloud-based services will cease to operate: OSEON Production Planning, OSEON Analytics, and Calculate. As is the case with all TRUMPF software products, in the case of OSEON software products, as well, the Customer shall not be entitled to the complimentary update of OSEON software applications, and the complimentary support and troubleshooting of the software applications. The Customer shall regain access to these services after the extension of the relevant contract.

4. To cover the increasing costs, TRUMPF shall be entitled to increase the annual flat rate, as effective from the beginning of the new contractual year. Prices may not be increased during the term of the service contract (cf. Chapter XX, Clause 1).