

C. After-sales services and service contracts

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

XII. General provisions applicable to after-sales software services

In addition to the Chapters above, 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 referred to as “**after-sales services**”). These provisions shall not apply if TRUMPF is not obliged to provide such services for other reasons; in particular due to defective performance of the Customer, as described in Chapter V, and/or during the performance of services performed by TRUMPF as intermediary between the Customer and any other company of the TRUMPF Group.

1. Maintenance works:

1.1 The Customer 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 XII.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 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-matter of the repair/installation, including any potential packaging and loading, shall be transported, at the expense of the Customer, to 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-matter 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 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.

XIII. Detailed rules and conditions applicable to certain service contracts

1. The following contractual terms shall apply to the following service contracts of TRUMPF: “**Classic**”, “**Special**” and “**VOS**” (these **contracts** are hereinafter collectively referred to as “**service contracts**”).
2. 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.

3. The service contracts discussed in this Chapter C shall secondarily be governed by the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Ltd., applicable to machine tools and laser technology, (hereinafter referred to as "GTC"), which TRUMPF shall make available to the Client upon request in electronic or hardcopy format. The GTC contains detailed information on warranty and liability.

4. 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).

5. A „VOS“ service contract may not be concluded for TRUMPF laser technology equipment. The content and annual rates of „Classic“ and „Special“ service contracts concluded for TRUMPF laser technology equipment may be different from the content and annual rates of the service contracts concluded for TRUMPF machine tools.

6. **Services included in the „Classic“ and „Special“ service contacts**

6.1 The **„Classic“** service contract includes the following mandatory and optional services:

6.1.1 **Mandatory services:**

- Free troubleshooting by phone during working hours;
- Extended availability;
- Preferential repair terms;
- Free return of parts;
- Teleservice / Remote diagnostics;
- Supply of the required wearing parts and replacement parts on preferential terms;
- Regular preventive maintenance.

6.1.2 **Optional services (available on order):**

- Weekend availability;
- Priority reaction and intervention time;
- 24/7 availability (only for **laser technology equipment**).

6.2 The **„Special“** service contract includes the following mandatory services:

6.2.1 **Mandatory services:**

- A The full scope of the mandatory and optional (subject to order) services of the „Classic“ service contract;
- Service repair works (only for **machine tools**).

6.2.2 **Optional services (available on order):**

- 24/7 extraordinary onsite service (only for **laser technology equipment**).

6.3 **Service scope of „free troubleshooting by phone“:**

Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of on-site repairs, if this is possible via the telephone. The service is available during normal working hours of the Technical Customer Service: between 8.00 am and 4.30 pm on working days.

6.4 **Scope of services regarding „extended availability“:**

The following extended availability times shall apply to the telephone support of the Technical Customer Service and the Teleservice in the event where defects occur: between 7.00 am and 7.00 pm on working days.

6.5 **Scope of services regarding „preferential repair terms“:**

In the event of onsite repairs (which are not covered by any guarantee), a preferential hourly rate shall apply for the repair of the machines covered by the „Classic“ (both machine tools and laser technology equipment) and „Special“ (laser technology equipment only) service contracts. The discount for the type of machine contracted shall be 10% of the prevailing hourly repair fee.

6.6 **Scope of services regarding „free return of parts“:**

If parts recommended by and ordered from TRUMPF are not required for machine repairs after all, the Customer may return those to **TRUMPF's seat in Hungary** at TRUMPF's cost. Options:

6.6.1 The parts are collected from the Customer by a TRUMPF staff member by appointment.

6.6.2 If in TRUMPF's view Clause 6.6.1 is not feasible, the Customer shall forward the unused parts to **TRUMPF's seat in Hungary** by the courier service of TNT Express Hungary Kft. at TRUMPF's cost. The TNT delivery note shall state TRUMPF's customer ID, after marking the option "Payable by addressee": 19865.

6.7 **Scope of services regarding „teleservice/remote diagnostics“ (hereinafter referred to as „Teleservice“):**

6.7.1 Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of on-site repairs during the extended availability period (see Clause 6.4), if this is possible with Teleservice assistance.

6.7.2 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

Data 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 there is no telephone voice communication available, then communication can be realised by the Teleservice software, using the built-in dialog mode.

6.7.3 Software updates are not included in the service scope.

6.7.4 **Technical conditions for Teleservice:**

a) Based on phone connection

The Customer shall connect the modem delivered together with the TRUMPF equipment upon installation of the equipment at the Customer, by connecting it to a telephone socket having an analogue interface, located in the vicinity of the place of installation of the machine; the telephone line must be directly accessible from outside and be capable of direct outgoing dialling

as well; in case of machines installed in other than the territory of Germany, the calling of international numbers may not be limited for the telephone line.

b) Via internet connection

For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (in terms of hardware and software), and shall set up its TCP-IP configuration for access to the network of the Customer. The connection must be able to connect to the TRUMPF Telepresence portal via the network of the Customer and the Internet. The connection shall be set up with IPSec protocol, via the standard UDP 500 and UDP 4500 ports. The firewall rules applicable for access shall, if possible, be set up so that they do not interrupt the connection in the event of longer inactivity.

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

6.7.6 The Customer may only activate the Teleservice software based on a trouble ticket after consulting TRUMPF or in the event of any other necessity. The Customer shall not be entitled to modify the settings of the Teleservice software. The Teleservice may be used only by employees authorised by TRUMPF.

6.7.7 To create the Teleservice connection between the service centre of TRUMPF and the machine of the Customer, the username, the password and – if the Teleservice is based on a phone connection – the telephone number for modem access are required. The username and the password shall be provided by TRUMPF. The telephone number required for the modem connection shall be provided by the Customer. The telephone costs incurred are borne by TRUMPF.

6.7.8 The Customer shall ensure that no viruses are transmitted to the computer systems of TRUMPF. If there are viruses at the Client, which might negatively affect the Teleservice activities of TRUMPF, or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF thereof 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.

6.7.9 As regards **laser technology equipment**, TRUMPF may also implement other modes of remote access in addition to the Teleservice connection.

6.8 Scope of services regarding the „**Supply of the required wearing parts and replacement parts on preferential terms**“:

TRUMPF shall provide a discount under the „Classic“ and „Special“ service contracts for wearing parts and replacement parts installed during preventive maintenance and non-warranty repair works. The discount for the contracted machine shall be 5% of the prevailing list price of wearing parts and replacement parts.

6.9 Scope of services of „**preventive maintenance works**“:

6.9.1 The scope of activities performed by TRUMPF within the scope of preventive maintenance shall be based on the maintenance list of the TRUMPF Group's manufacturing units.

6.9.2 Having regard to the fact that the Parties may agree differently, in general maintenance works shall take place twice a year, at regular intervals if possible, on working days, during normal working hours. In case of bending machines, preventive maintenance shall usually take place once a year. During the maintenance periods, the Customer and TRUMPF shall usually agree on the maintenance dates at least four weeks prior to the intended maintenance date. TRUMPF shall generally seek to meet the wishes of the Customer regarding such date.

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

6.9.4 The Customer shall arrange for the following regarding the maintenance performed by TRUMPF:

- Cleaning of the equipment (including its hoovering) before the start

of the maintenance works so that they are not delayed due to the cleaning works; cleaning works do not belong to the service scope of the service contracts.

- Unobstructed access to the equipment for the employees of TRUMPF; materials stored near the equipment may especially not obstruct the maintenance works.

- Provision of assistance staff and auxiliary materials, as required.

6.9.5 The maintenance shall not include any repair services. Such works require the placement of a separate order, and their dates must be specified individually.

6.9.6 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.

6.10 Scope of services regarding „**weekend availability**“:

Extended availability (see Clause 6.4) on non-working days, except for public holidays. TRUMPF shall provide telephone hotline services on weekends; the relevant contact details thereof are included in the service contract concluded with the Customer.

6.11 Scope of services regarding „**priority reaction and intervention time**“:

6.11.1 The given service contract shall include the management by **absolute urgency** of defects of machine(s) covered by the contract and the priority onsite troubleshooting of such defects.

6.11.2 The Customer may report the defect and the need for an urgent onsite repair service aimed to eliminate such defect both by phone and via e-mail through the authorised contact persons specified in the annex of the service contract. Such reporting of the service requirement shall be considered as the official **order** by the Customer (even without the standard formal and substantive elements of general orders).

6.11.3 With a view to the fastest troubleshooting possible, TRUMPF shall generally seek to identify and eliminate the error with the Customer's assistance by telephone already. If this is successful, no onsite repair activities shall be necessary.

6.11.4 If the Customer reports the defect by noon on working days, then the TRUMPF service technician shall, if possible, appear on the next working day – no later than at noon – to perform the onsite repair. If this is not feasible, or if the Customer reports the error after noon on working days or at the weekend, then the service technician shall appear to perform the onsite repair by noon on the second working day following such notification.

6.11.5 Troubleshooting on the affected machine shall be subject to the use of original TRUMPF wearing parts and replacement parts.

6.11.6 The TRUMPF service technician shall issue a **worksheet** on the onsite activities performed, the content of which shall be signed by the Customer or their authorised and attending representative, immediately after the completion of the works, as a **certificate of completion**, and, if the internal procurement and financial administration policies of the Customer impose further requirements concerning as to form or content—such as order number or any special order document—, then the worksheet shall be supplied with those as well. In the absence thereof, TRUMPF may, after prior notification, suspend the performance of the service contract.

6.12 „Scope of services regarding „**24/7 continued availability**“:

Round-the-clock availability provided on working days, non-working days and public holidays. TRUMPF shall provide telephone hotline services for the round-the-clock availability; the relevant contact details are included in the service contract concluded with the Customer.

6.13 „Scope of services regarding „service repair works“:

TRUMPF shall eliminate the defects of the machine concerned (including any errors of CNC control) free of charge.

6.13.1 The repair works necessary for troubleshooting are included in the service scope, and are deemed settled by the payment of the repair flat rate under the „Special“ service contract. TRUMPF shall invoice the spare parts, the wearing parts and the consumables used for this purpose separately.

6.13.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. TRUMPF shall at all times coordinate and subcontract the repair works performed by the manufacturer of the control unit. The service contract shall not cover works ordered by the Customer directly from the manufacturer of the control unit.

6.13.3 With a view to the fastest troubleshooting possible, TRUMPF shall attempt to identify and eliminate the defect with the Customer's assistance by telephone.

6.13.4 The use of original TRUMPF spare parts and wearing parts is a prerequisite to troubleshooting. If the defect of the machine is caused by non-original parts used in the equipment, then TRUMPF shall invoice the costs incurred during troubleshooting to the Customer, according to the up-to-date after-sales service rates.

6.13.5 In the case of a machine malfunction that necessitates the replacement of parts, TRUMPF shall, with a view to the earliest possible reparability, immediately order the relevant part within the scope of its own competence and at the cost of the Customer, without prior quotation provided. Subsequent information shall be provided in the form of a quotation; the Customer shall accordingly submit its own order to TRUMPF and shall assume the obligation to pay the purchase price of such part.

6.13.6 The scope of services does not include troubleshooting of the machines due to force majeure (fire, earthquakes, floods, strikes, etc.), accidents, or any unprofessional handling/maintenance by the Customer or third parties.

6.14 Scope of service regarding „24/7 extraordinary onsite service“:

If the initially attempted identification and elimination of the defect with the Customer's assistance by telephone does not yield any results, in such case TRUMPF agrees to appear on site within 24 hours calculated from the notification of the defect on any day of the week and shall commence the onsite detection and elimination of the defect.

7 **Services provided under the „VOS“ service contract**

7.1 The Visual Online Support (hereinafter referred to as “VOS”) service contract includes the following services (except for TRUMPF laser technology products):

- Support with remote access, with the help of the Visual Online Support (VOS) application.

7.2 Scope of service of „VOS“:

7.2.1 Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of onsite service interventions, if it is possible with the VOS application.

7.2.2 VOS has the following functions:

a) Image transmission

Image transmission allows for the Client to forward the images taken with the application to TRUMPF. TRUMPF can forward the images in its possession to the Client.

b) Image editing

Within the application, both TRUMPF and the Client can place different types of markings on the images. The function of this tool is to draw attention to various details of the image.

c) Voice transfer

The application can forward the voice recordings to TRUMPF for further analysis.

d) Video transfer

The application can forward the video files recorded with the application to TRUMPF.

e) Chat

The chat function is an alternative communication tool if the noise level near the equipment is too high for telephone conversations.

7.2.3 TRUMPF uses the VOS application to provide support during normal working hours (Monday to Friday, between 8.00 am and 4.30 pm, except for non-working days), unless an extended availability has been agreed upon in another service contract. In that case, the VOS can be used during the extended availability period as well.

7.2.4 Application updates are available free of charge from the App Store.

7.3 Technical requirements of VOS:

a) Wireless Operation Point (WOP):

The operation of VOS requires that the equipment has a TRUMPF Wireless Operation Point. This can be ordered optionally or as a subsequent device of the machine from TRUMPF.

b) Via Teleservice internet connection:

For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (in terms of hardware and software), and shall set up its TCP-IP configuration for access to the network of the Customer. The connection must be able to connect to the TRUMPF Teleservice portal via the network of the Customer and the Internet. The connection shall be set up with IPSec protocol, via the standard UDP 500 and UDP 4500 ports. The firewall rules applicable for access shall, if possible, be set up so that they do not interrupt the connection in the event of longer inactivity.

7.3.1 The Customer shall send a detailed description of the defect to TRUMPF so that TRUMPF can decide whether the application of the VOS is reasonable and possible.

7.3.2 The VOS communicates via the Teleservice connection. When the Teleservice connection is used, a key factor is security to prevent unauthorised interventions. Clauses XIII.6.7.6 to 6.7.8 shall apply to VOS as well.

XIV. 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 proportion to the expenses incurred. The service contract may be concluded after completion of the repair works only.

XV. 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 the „Classic“, „Special“ and „VOS“ service contracts 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. 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.

XVI. Term of contract, increase of fees

1. The service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall last from 12 months (this is the so-called **basic duration**) up to 60 months at maximum. The earliest date for the start of the duration shall be the 1st day of the month in which the machine concerned is delivered and accepted at the Customer.
2. At the end of the duration, the service contract shall always be automatically extended by one year, unless terminated in writing for weeks before the end of the duration at the latest.
3. 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. The price increase shall become effective only if it is announced to the Customer in writing, at least four weeks prior to the beginning of the contractual year concerned, subject to calling attention to the possibility of termination by ordinary notice under the previous Clause XVI.2. No price increase shall be applicable during the basic duration of the service contract (cf. Clause XVI.1).

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“ and „TruTops Boost“ (these **software service contracts** 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 Ltd., 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 Ltd.“; 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 XIII. Clause 6.7), or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF thereof 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 included in the „TruTops“ and „TruTops Boost“ contracts

1.1 The „TruTops“ and the „TruTops Boost“ service contract includes the following services:

- Telephone support with call-back service;
- Online remote diagnosis via the „teleservice system“ integrated into the TruTops and TruTops Boost software applications;
- Delivery of an up-to-date main version;
- Access to updates and user hints and tips;
- Prioritisation of the Customer's inquiries;
- Replenishment of media;
- Licence changes.

1.2 Scope of services regarding „Telephone support“:

Telephone support for the elimination of disturbances, handling and use – provided by a specially trained software technician of TRUMPF. 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 programming software application, and support and preparation of servicing work during normal working hours, if this is possible with the Teleservice system integrated into the TruTops and TruTops Boost software application.

1.3.2 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 computer of the Customer's programmer. Remote control serves to support the operator in the case of the operator's and data entry errors.

b) Data transfer

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

c) Dialog Mode

If there is no telephone voice communication available, then communication can be realised by the Teleservice software, using the built-in dialog mode.

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“:

During the further development of the product, the Customer shall be entitled to the delivery of the up-to-date main version.

The Customer shall receive the up-to-date main version either on a data carrier or as a downloadable version.

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/de_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 „**Replenishment of media**“:

Elvesztés In case of a loss, TRUMPF shall replenish the media (data carriers, compare with Clause XVIII.1.4) free of charge.

1.8 Scope of services regarding „**Licence changes**“:

Licence changes, in other words combination of licences, rewriting of licences and 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 licences agreed between the Customer and TRUMPF. If the number of licences in the software service contract is changed, then 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.

XX. Term of contract, increase of fees

1. The TruTops and TruTops Boost service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall last from 12 months (this is the so-called **basic duration**) up to 60 months at maximum. 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. At the end of the duration, the service contract shall always be automatically extended by one year, unless terminated in writing for weeks before the end of the duration at the latest.
3. 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. The price increase shall become effective only if it is announced to the Customer in writing, at least four weeks prior to the beginning of the contractual year concerned, subject to calling attention to the possibility of termination by ordinary notice under the previous Clause XX.2. No price increase shall be applicable during the basic duration of the service contract (cf. Clause XX.1).