

Remote Support Contract

between

Technical University of Liberec, Studentská 1402/2, 461 17, Liberec

- hereinafter referred to as Customer –

and

Dilo Machines GmbH, Im Hohenend 11, 69412 Eberbach, Germany

- hereinafter referred to as Dilo -

1. Preamble

The Customer has purchased a machine or complete system (hereinafter "Machine") from Dilo and is using it. In order to support its operational readiness, the Customer commissions Dilo with defined remote support services (hereinafter "Remote Support") in accordance with this contract. In this way, the Customer receives fast and uncomplicated support, in particular in the event of questions regarding operation and troubleshooting by qualified technical personnel. Services are provided by Dilo by telephone or online.

The responsibility for the operation of the machine remains with the Customer. The remote support does not replace regular maintenance and safety inspection of the machine.

2. Subject of the Contract

2.1 The subject matter of this Contract is the provision of the remote support listed in Section 3 via telephone and/or online by Dilo for the Dilo machines and lines owned by the Customer. The prerequisite for this is that the machines are in their original condition and that no modifications have been made by third parties. By signing the contract, the Customer assures that this is the case.

2.2 Maintenance, repair and servicing services which go beyond the services listed in Section 3 as well as the achievement of a specific success are not owed by Dilo under this Contract.

2.3 The details of the services to be provided by Dilo are set out in Section 3.

3. Scope of Services and Service Times

3.1 Remote support includes advice and support for the Customer in the operation, optimization, diagnosis, limitation, elimination or circumvention of malfunctions of the machine as well as, if necessary, advice for its operation and answers to frequently asked questions. For this purpose, as far as necessary and technically possible, the current state of the machine is recorded online, error archives, log files and other error memories are read out and an analysis of possible deviations of the data from the actual to the target state is carried out. Furthermore, if necessary, a software adjustment can be made online in coordination with the Customer. Necessary spare parts will be offered separately via our service department.

3.2 The individual diagnostic resources available on the machine and the support services possible with them depend on the control software used on the machine in each case. The possible remote support measures depend on the type of fault reported and on whether and to what extent it can be reproduced at the time of reporting. If it is not possible to rectify the fault within the scope of remote support, the assignment of a Dilo service technician can be agreed.

3.3 Remote support is provided by telephone and / or via a VPN connection of the support technician with the machine. The prerequisite for the provision of remote support is that an undisturbed telephone connection or a connection to the Internet is available and the machine is capable of online remote support.

3.4 For online remote access, the Customer shall activate the remote support functionality of the machine in consultation with Dilo. The Dilo support technician then connects to the Customer's machine. Within the scope of the remote access, Dilo receives access to the control via VPN. If the machine is equipped with WinCC/PLC, access to the operator interface is also possible and the Dilo support technician can thus make the same entries/queries of machine data as the operator of the machine on site. Remote starting of the machine is possible, but does not take place for safety reasons. Dangerous machine movements are initiated or triggered exclusively by the Customer and never by Dilo. The Customer is exclusively responsible for all measures on the machine which concern safety devices.

3.5 Possible malfunctions in the technical communication equipment do not justify any claims by the Customer against Dilo.

3.6 If the Customer notifies Dilo of negative deviations from the standard operation and / or the target parameters, Dilo shall support the Customer in rectifying them, insofar as Dilo is able to do so with the means available within the scope of the remote support. If this is not the case, Dilo shall inform Customer thereof. At the Customer's request, Dilo shall propose maintenance and repair measures to bring about proper operation of the machine and shall support the Customer on site by a Dilo technician in carrying out the proposed measures. For this purpose, a separate assignment by the Customer on the basis of a separate offer is necessary. Dispatch of a technician depends on the availability.

3.7 The remote support shall be available to the Customer in accordance with the attached schedule in **Annex 1**.

4. Service Exclusions

4.1 Not subject of this contract are in particular

- Renewals of the machines or parts of the machine
- Training of the Customer's employees for the operation of the system components outside of the briefing upon handover.
- Answering inquiries that do not relate to the use of the machine, but to organizational or business management issues in the business processes of the Customer.
- On-site assignments at the client's premises.

4.2 If, in the course of the Remote Support, Dilo determines that the discrepancies are due to external force, improper operation or non-compliance with the installation or maintenance conditions specified by Dilo, Dilo shall not be obligated to provide the Remote Support.

5. Obligations of the Customer

5.1 The Customer shall be responsible for providing Dilo with all information and documents required for the performance of the services without being requested to do so, in good time and free of charge for Dilo, and for informing Dilo of all processes and circumstances which are of significance for its services.

5.2 The Customer shall be obligated to duly perform the maintenance measures of the machine described in the operating manual.

5.3 The conclusion of this contract does not release the Client from maintaining the machine in an appropriate and professional manner.

5.4 The Customer shall ensure that its employees or other third parties and property are not endangered during the performance of the Remote Support Services. The Customer is obligated to inform Dilo prior to the provision of Remote Support Services that the intended measures can be carried out without risk.

5.5 The Customer is responsible for the safety of the workplaces on site. The Customer is obligated to comply with all occupational health and safety and accident prevention regulations, including all other relevant guidelines, regulations and laws (including data protection laws).

6. Remuneration and Terms of Payment



6.2. In the event that remote support measures are necessary to remedy a material defect in the machine that is subject to warranty, the remedy shall be free of charge.

6.3 Dilo records the service time used for service provision. The billing unit is 0.5 hours.

6.4 Invoicing shall take place at the end of the respective following month. The remuneration is to be paid within 30 days after invoicing.

7. Duration

7.1 The remote support contract starts after signing and has a minimum term of 2 (two) years. The maintenance period is extended by one year at a time if not terminated by one of the parties in writing 3 months before expiration. The possibility of termination without notice for good cause remains unaffected.

A reason for termination for good cause for Dilo is if the Customer is more than 60 days in arrears with an agreed payment or continues to culpably violate a provision of this contract despite a written warning. For the Customer, the breach of a contractual obligation by Dilo only constitutes a reason for termination for good cause if Dilo has culpably breached its contractual obligations despite two written warnings and after expiration of a reasonable period of time set in the respective warning.

8. Confidentiality

8.1 Dilo undertakes to keep the Customer's Confidential Information strictly confidential and to use it only in connection with the purpose of this Agreement and not to disclose the Confidential Information to third parties.

8.2. Confidential information within the meaning of this Agreement shall be all financial, commercial or other economically relevant information disclosed by the Customer under this Agreement and marked as confidential or obviously are subject to secrecy.

8.3 Confidential information includes in particular: Business secrets, know-how, inventions, products, manufacturing processes, technical information, designs, sample parts, processes, data, analyses, plans, drawings, designs, models, business relationships as well as business strategies.

8.4 Dilo's liability in the event of a breach of the confidentiality provision shall be governed by Section 13.

8.5 If a confidentiality agreement has been concluded between the parties, such agreement shall take precedence over §§ 8.1 to 8.4.

9. Protection against Malware

9.1 The contracting parties shall take reasonable precautions in accordance with the respective state of the art to prevent viruses or other malware from penetrating the software of the Customer.

9.2 Should malware occur at one of the contracting parties which could impair the remote support service or be transferred to systems of the other contracting party, the other contracting party shall be informed immediately in writing.

10. No Promise of Success or Guarantee

Dilo will only provide the services listed in this contract. The bringing about of a concrete success, the assurance of properties or the issuance of a guarantee is not associated with this. In particular, Dilo does not assume any guarantee for the functionality of the machine or liability for the fact that all possibly existing damages and defects of the machine can be diagnosed and/or repaired by the contractual services. Recovery and response times are not agreed.

11. Force Majeure

11. Insofar as Dilo is prevented from fulfilling its contractual obligations due to force majeure, this shall not be deemed a breach of contract.

11.2 Force majeure shall be deemed to be all circumstances independent of the will and influence of Dilo, in particular operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, government measures, decisions by authorities, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor disturbances, seizures, embargoes or other circumstances which are unforeseeable, serious and beyond Dilo's control and which occur after the conclusion of the contract.

11.3 Dilo shall take all reasonable measures to mitigate the extent of the consequences caused by the force majeure.

11.4 Dilo shall notify the Customer of the beginning and end of the impediment in writing without delay in each case.

11.5 Should the circumstances of force majeure or circumstances outside Dilo's sphere of influence last longer than two months, Dilo shall be entitled to terminate the contract by unilateral written declaration without observing any further notice period. The Customer shall not be entitled to compensation for damages as a result.

12. Default

If the Customer fails to meet its payment obligations under this contract in whole or in part, Dilo shall be entitled to suspend its services until the Customer has made good payment of any remuneration due. Further rights of Dilo shall remain unaffected by this.

13. Liability

13.1 In the event of a breach of duty, in the event of defective delivery and / or performance or tort, Dilo shall be liable for damages and reimbursement of expenses - subject to further contractual or statutory liability requirements - only in the event of intent, gross negligence and in the event of a slightly negligent breach of a material contractual obligation (contractual obligation whose breach jeopardizes the achievement of the purpose of the contract). However, in the event of a slightly negligent breach of a material contractual obligation, Dilo's liability shall be limited to the typical contractual damage foreseeable at the time of conclusion of the contract.

13.2 Subject to clause 13.3, Dilo's liability is limited to a maximum amount of € 25,000 per individual case of damage. Any further liability is excluded subject to clause 13.3.

13.3 The exclusions and limitations of liability contained in this clause shall not apply in the event of the assumption of a guarantee for the quality of the item, in the event of fraudulent concealment of a defect, in the event of damages arising from injury to life, limb or health and in the event of mandatory liability under the applicable product liability law or mandatory provisions of the applicable data protection law as well as in the event of intentional or grossly negligent conduct.

13.4 In the event of a breach of a pre-contractual obligation or an impediment to performance already existing at the time of conclusion of the contract, the obligation to pay compensation shall be limited to the negative interest.

13.5. Insofar as liability is excluded or limited, this shall also apply to the personal liability of Dilo's employees, representatives and vicarious agents.

14. Final Provisions

14.1 Conflicting or different terms and conditions of the Customer shall not apply unless they have been expressly accepted by Dilo in writing. All references or references of the Customer to the validity of its general terms and conditions or other deviating terms and conditions are hereby expressly rejected.

14.2 Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The parties undertake to replace invalid or void provisions by a provision which meets the economic regulatory content of the invalid clause in a legally permissible manner.

14.3 The place of jurisdiction for all disputes arising from this contract are the competent courts of Zurich.

14.4 This Agreement and the legal relations of its parties shall be governed by and construed in accordance with the substantive laws of Switzerland under exclusion of its conflict of laws rules. The law of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall be excluded.

This Contract includes the following attachments:

Annex 1: Schedule for Remote Support

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(Customer)

Dilo Machines GmbH

(Customer)

.....

Place, Date

.....

Place, Date

.....

Name:

Name: [REDACTED]

Position:

Position: [REDACTED]

.....

Name:

Name: [REDACTED]

Position:

Position: [REDACTED]

Annex 1

Remote Support Contract

DILO's Hotline Hours

Office Hours DILO

Local Time in Eberbach (Germany): GMT + 1:00

Monday -Thursday: 7.00 a.m. – 4.00 p.m.

Friday: 7.00 a.m. – 12.15 p.m.

Phone: [REDACTED]

E-Mail: [REDACTED]

Outside Office Hours DILO

Monday -Thursday: 4.00 p.m. – 9.00 p.m.

Friday: 12.15 p.m. – 9.00 p.m.

Saturday / Sunday: 9.00 a.m. – 9.00 p.m.

Emergency Service Telephone: [REDACTED]

No Emergency Service Telephone will be available on Christmas Holidays (December 24, 25 & 26), New Year's Eve and New Year's Day and on Easter Sunday.

Subject to possible changes

Please note that an adequate response time can only be reached for service requests made via the two channels marked in yellow above (no specific reaction time is warranted).

Support requests can only be answered promptly if:

- **the name of the contact person at the customer (phone number / e-mail address) is available and**
- **the affected line/machine is clearly identifiable via machine number, circuit diagram number or commission number.**

If there is remote maintenance for the line/machine, please already check and, if necessary, activate the remote access together with the notification of the service case.

Note: For routers of type MDH xxx, the "ready" status is indicated by the "CON" LED flashing slowly in orange