

## Special Terms for the Provision of Remote Support

### 1. General

These Special Terms shall be applicable for all Remote Support Services provided by Endress+Hauser to Customers.

These Special Terms shall apply in addition to and form an integral part of the General Terms and Conditions for the Delivery of Goods and Services (hereinafter referred to as "GTC") of the contracting Endress+Hauser company. In case of any discrepancies to the applicable GTC these Special Terms shall prevail.

In case of any discrepancies between these Special Terms and an individual Support Agreement (see 2.12 hereinafter), the latter shall prevail.

The current version of the applicable GTC is published on the webpage of the contracting Endress+Hauser company.

### 2. Definitions

2.1 "Customer" means an entrepreneur, a public law institution or a public law funds that requires Support Services for Endress+Hauser Products.

2.2 "Documentation" means applicable Endress+Hauser's documentation pertaining to the Product which is delivered or made available to Customer.

2.3 "Endress+Hauser" primarily means the contracting Endress+Hauser entity providing Support Services to Customer in accord with the Support Services Agreement and in addition the Endress+Hauser Group in a broader sense when generally referred to Endress+Hauser Products.

2.4 "Error" means any reported malfunction or failure in the Product that can be reproduced and constitutes a non-conformity to the specifications described in the applicable Documentation.

2.5 "Instrumentation" means measurement devices, actuators, and valves known as field devices.

2.6 "License Agreement" means the agreement on the Software license, including but not limited to the Endress+Hauser End User License Agreements (EULA).

2.7 "Product" means Instrumentation, Software, or Solutions supported hereunder and/or delivered to Customer.

2.8 "Software" means typically a proprietary software installed on a Customer's premises, sold, rented or offered free-of-charge to Endress+Hauser's Customers. It also includes software (as well as relevant documentation) from third party software manufacturers labelled by Endress+Hauser and from any Endress+Hauser sister company with software sold under its own brand.

2.9 "Software as a Service" means Software deployed as a hosted service and accessed over the Internet.

2.10 "Solution" means any Endress+Hauser automation solutions that include Instrumentation, and/or embedded hardware, Software, engineering and services.

2.11 "Remote Support" means remote support provided by Endress+Hauser by phone, email or via remote access, in order to keep the Product up and running over time. Remote access is only available in combination with a Support Agreement.

2.12 "Support Agreement" means the written Agreement between Endress+Hauser and Customer for the Remote Support ordered and /or other services including Remote Support and the specific support coverage and service levels Customer has purchased.

2.13 "Update" means a collection of bug fixes and service packs which either fix or provide minor enhancements to a Software, and contain no major new functionality but typically provide fixes that enhance the stability, compatibility, and security of the Software.

2.14 "Upgrade" means a new version of a Software program intended to replace the old version used by the Customer.

2.15 "Support Session logs" means digital notes, screenshots and video recordings collected during the remote support session.

### 3. Requirements

Endress+Hauser is under obligation to provide Remote Support only if the following requirements to be ensured by the Customer are met:

#### 3.1 General Requirements

3.1.1 The Customer has a valid Support Agreement with Endress+Hauser for the respective Endress+Hauser Product or third party Product.

## 3.2 Registration

3.2.1 The Remote Support can only be used by registered Customers. The Customer can register using the form enclosed with the Support Agreement or online on Endress+Hauser website in your country of operation. The Customer can register one or more user under its Customer account.

3.2.2 The Customer must provide Endress+Hauser with the company name, address, full names of user contact, telephone numbers and valid e-mail addresses of each user to be registered. If more than one user is registered, one of the registered users must be designated as an administrator. The Customer must inform Endress+Hauser of subsequent changes to the names, telephone numbers and e-mail addresses of registered users. The Customer must ensure that the registered users can be reached using the telephone numbers and e-mail addresses given.

3.2.3 The access to Remote Support is made available by Endress+Hauser based on the registration information provided by the Customer. The Customer acknowledges that Endress+Hauser has access to the Customer's registration information including to any activation/password created afterwards to enable the Customer to access the Support Services.

3.2.4 The Customer must ensure that no unauthorized third party obtains access to his account or contract number, user registration details and license key/serial number. The Customer is responsible for all orders made and activities performed using its account or contract numbers and its registered license key/serial number. If the Customer becomes aware that third parties are misusing its details, the Customer must immediately inform Endress+Hauser thereof.

## 3.3 Specific Requirement for Software

3.3.1 The Customer must be in possession of a valid License Agreement for the Software covered by the Support Agreement.

3.3.2 The Software supported under the Support Agreement must be duly registered with the licensing Endress+Hauser entity according to the provisions of the applicable License Agreement.

3.3.3 Support is limited to a maximum of 5 registered users (additional fees apply for additional users).

## 4. Support Services

4.1 Remote Support is offered as Solution Support, Software Support or Instrumentation Support. It covers the following Remote Support services:

- a) advice on questions concerning functions, versions, operating and documentation during installation / setup, use and configuration of the supported Product;
- b) troubleshooting, analysis of problems and application related issues;
- c) general assistance on the usage of the Product, and
- d) priority planning for on-site visit within defined time
- e) alarm monitoring prioritization and first response if applicable is offered as an option
- f) remote access (cf Section 8) is offered as an option whenever this is possible and required
- g) Software Update (as defined in Section 5), if applicable.

4.2 Remote Support is available to registered users only (cf Section 3.2) during the agreed contact hours at the agreed advanced service levels and response set forth in the Support Agreement.

4.3 Endress+Hauser is entitled to delegate the Remote Support (in whole or in part) and appoint subcontractors (third parties or affiliated companies of Endress+Hauser) at its own discretion providing the Remote Support on behalf of Endress+Hauser, conditioned that Endress+Hauser shall remain the responsible party towards the Customer.

## 5. Software Update

5.1 Software Updates are offered as a separate package subject to an underlying Support Agreement to Customer comprising of the following services:

5.1.1 Endress+Hauser provides the Customer the latest Updates for Endress+Hauser Software during the term of the Support Agreement.

5.1.2 As soon as an Update is available and released, Endress+Hauser will send a copy of the Update in digital format by means of a data carrier or online, e.g. via e-mail download link for Electronic Software Download (ESD) to the Customer's appointed administrator. When Software and any related Update is transferred via electronic means of communication, the Customer assumes the risk as soon as the Software leaves Endress+Hauser's sphere of influence (e.g., when downloading).

5.1.3 In addition Endress+Hauser may provide specific Software related bug fixes and patches upon their availability at request of Customer.

5.2 All Updates are covered by the underlying License Agreement in accordance with its terms and conditions. All Updates are subject to the same license and contractual rights, obligations and restrictions as the original Software Endress+Hauser supplied.

5.3 To the extent that Software to which Endress+Hauser possesses only a derived right of use (external software) is licensed to the Customer, the rights of use agreed upon between Endress+Hauser and its licensor are additionally valid and have priority over the rights of use in this Agreement. Should Endress+Hauser provide the Customer with open source software, the rights of use applying to open source software are additionally valid and have priority over the rights of use in this Agreement. The Customer will either be informed about those rights of use applying to the external or open source software and having priority over the rights of use in this Agreement, or such divergent rights of use will be published on-line.

## 6. Services not included

6.1 Remote Support does not include

- a) Product modifications or special developments,
- b) Support for freeware, software, and hardware provided by third parties which is not expressly mentioned in the Support Agreement as part of the Remote Support,
- c) Support for operating system components and the interaction of software or solution with these components,
- d) Adaptation of Product to Customer requirements,
- e) Support in the event of a failure or breakdown caused by something other than described in the Product environment,
- f) Correction of Errors that are not related to the Product supported under the Support Agreement,
- g) Removal of Errors that have been caused by the non-compliance of the Requirements under section 3 or violation of Customers duties under section 7 herein,
- h) Spyware/virus removal,
- i) Data services cost related to remote access.

6.2 The following services may be provided only upon i) Customer request and ii) formal approval by Endress+Hauser and iii) execution of a separate agreement on the terms and conditions of such services:

- a) Supply of Upgrades or new releases,
- b) Product specific training,
- c) On-site support (help, installation, configuration,

setup of the supported application, instrumentation solution) and other on-site services such as commissioning or calibration of Instrumentations,

- d) Data backup services,
- e) Consulting services.

6.3 Endress+Hauser is constantly developing its Software and publishes regular Updates and Upgrades. For this reason, the Remote Support for Endress+Hauser Software can only be called upon if the version installed by the Customer is up-to-date. Except when indicated otherwise, up-to-date means a Software installation in accordance with the latest version, or including latest release with valid Software License Agreement and maintenance contract.

6.4 Upon request Endress+Hauser can provide Remote Support for Software which is not fully up-to-date. Such Remote Support is generally subject to additional costs and therefore can only be offered under conditions to be agreed upon separately, in particular with regard to response times and prices. If the Remote Service for a version, which is not up-to-date, is provided, optimal support results may not be always possible.

## 7. Customer Duty

7.1 Customer must take appropriate measures to prevent data loss and Product malfunction, such as adequate data backup on a regular basis and prevention of malware. Except where otherwise expressly indicated in writing, Endress+Hauser is always entitled to act on the assumption that all data with which it comes into contact is properly backed up.

7.2 Customer must take appropriate measures to keep the installation secure.

7.3 The Customer must keep Endress+Hauser fully informed of any and all information necessary to perform its services. Endress+Hauser shall not, unless expressly agreed otherwise in writing, have any obligation to review, validate or otherwise check the completeness or accuracy of information as provided by the Customer.

7.4 In the event that Endress+Hauser, despite not being obligated to do so, determines that information or documentation supplied by the Customer proves to be faulty, incomplete, ambiguous or objectively non-executable, the Customer shall, immediately upon notification by Endress+Hauser, effect the required corrections and/or amendments in order to enable Endress+Hauser to perform the contracted Services.

7.5 The Customer contact person (meaning the registered user) must be in a position to make necessary decisions on behalf of the Customer or ensure that they are made without undue delay.

7.6 Duties of the parties to cooperate within the framework of remote support services are defined in section 8 below unless defined otherwise in the applicable Support Agreement. Customer's Remote Access Platform is subject to Section 9.

## 8. Remote Access

8.1 If Remote Support is provided via remote access, the Customer may - in addition to required telecommunication and internet connections (including the provision of functioning browser software) - be obliged to accept and implement the installation of a standard software utility program for remote access or an application for smartphones (remote access tool) as well as to ensure its functioning for the duration of the service agreement. Depending on the remote access tool used, it may also be necessary to (temporarily) download software elements, including cookies. Remote access tools used by Endress+Hauser may be either Endress+Hauser owned or third party solutions, including cloud based support tools.

8.2 For the installation of the remote access tool, the Customer shall be requested to accept the respective regulations of the remote access tool provider, particularly third party software license agreements and the corresponding data privacy regulations that are attached to the installation routine or download procedure. If and to the extent that the Customer does not accept the appropriate regulations of the software licensor, installation/download or use of the remote access tool as well as the associated remote service delivery by Endress+Hauser shall not be technically possible. Endress+Hauser shall not be liable for any breach of agreement as a result of any resulting service restrictions, in particular breaches of the agreed service levels due to the Customer's unreasonable refusal to allow remote access.

8.3 Remote Access to Customer computer, server and Customer IT. Endress+Hauser shall obtain remote access to Customer computer, server or Customer IT as the case may be upon request and to the extent granted by the Customer primarily on a case by case basis and solely for problem elimination with the aid of the respective remote access tool. The use of the remote access tool for problem elimination by support engineers shall include the analysis of Customer system configuration, the displaying and processing of files, registration, the displaying of Customer screen and assuming temporary control of Customer system. If and to the extent that the Customer has not ac-

tively granted permanent approval for remote access by Endress+Hauser as part of the configuration of the remote access tool, the remote access requires express approval from the Customer for every remote access session (Customer initiated support). Remote access is clearly made visible to Customer at all times. The Customer can end the session at any time by means of the input function provided in the operating guide of the respective remote access tool.

8.4 Remote Access via smartphone application. Endress+Hauser shall obtain remote access via photo or live video transmission upon request and to the extent permission is granted by the Customer primarily on a case by case basis and solely for problem identification and elimination with the aid of an application for smartphones. The remote access tool can be used via smartphone of an authorised employee of the Customer or of an Endress+Hauser support engineer. Endress+Hauser shall only transmit Customer data via the remote access tool if the Customer agrees with such transmission in writing. The Customer can revoke such permission and terminate the session at any time. When data (e.g. photos, videos etc.) is transferred via electronic means of communication, the Customer assumes all risk related to such transmission.

8.5 Endress+Hauser may collect, administer, process and use non-personal diagnosis data, as well as any technical or use-related information associated with the service assignment. This particularly includes information related to Endress+Hauser Products, Software and Solutions, information about the computer being accessed via remote access tool, data services usage, the system software and software programs used, as well as the connected and/or embedded hardware and/or Instrumentations. Endress+Hauser is entitled to collect, save, process and use this information for the provision of software updates, Product support, Product information and other services as well as for the further development, or improvement of Products, Software, Solutions and/or services.

8.6 Support Session logs according to section 8.3 and 8.4 are recorded and stored, including the session acceptance by Customer according to defined standard operating procedure. The download of the Support Session logs is encrypted to prevent unauthorized access. Endress+Hauser may request an agreement on Commissioned Data Processing as a prerequisite for provision of Remote Support via remote access.

## 9. Customer's Remote Access Platform

9.1 Customer's Remote Access Platform/software tools can be used only upon express agreement with Endress+Hauser.

9.2 Endress+Hauser may request an agreement on Commissioned Data Processing as a prerequisite for provision of Support Services via remote access.

## 10. Specific Warranty Provisions

10.1 Exclusion. Endress+Hauser does not warrant or represent that Errors in the supported Product, can or will be corrected. Endress+Hauser does not warrant or represent availability of remote access or proper functioning. Endress+Hauser is not liable for and is not required to perform Support Services with respect to problems caused by third party products (other than those that are supported hereunder subject to a valid Support agreement) or any Product that has been altered or modified by anyone other than Endress+Hauser.

10.2 Customer Remedies. Art. 8 and 9 of the GTC shall apply in respect of warranties, liability and remedies. This provision applies if a remote service can not be provided for as agreed under the applicable Service Agreement. If a Remote Support is not provided as agreed under these terms and conditions and the applicable Support Agreement due to any demonstrable failure by Endress+Hauser, then Endress+Hauser shall be obliged to provide the Remote Support without any additional compensation, within a reasonable time limit, as agreed. If the Remote Support cannot be provided as per agreement within a reasonable additional period of time set by the Customer for reasons for which Endress+Hauser is responsible, the Customer shall be entitled to cancel the service concerned. If the failure is in respect of a part of the agreed Support Service the cancellation will only be in respect of the part of the remote services Endress + Hauser is not able to fulfill.

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