



DUNAKONTROLL KFT. GENERAL TERMS AND CONDITIONS FOR INDUSTRIAL SOFTWARE LICENSING, KNOW-HOW PROTECTION AND LOCAL APPLICATION PROTECTION

Version 1.0

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1. Introductory Provisions and Scope of Application

These General Terms and Conditions for Industrial Software Licensing, Know-how Protection and Local Application Protection (the "Terms") are issued by Dunakontroll Korlátolt Felelősségű Társaság (registered office: 2400 Dunaújváros, Papírgyári út 46, Hungary; company registration number: 07-09-003217; tax number: 11110725-2-07) ("Dunakontroll" or the "Licensor") and apply to every customer, licensee or end user that purchases, rents, leases or otherwise uses Dunakontroll's industrial measurement systems, Software or Dunakontroll Know-how (the "Customer" or the "Licensee"). Dunakontroll and the Customer are hereinafter referred to individually as a "Party" and jointly as the "Parties".

The Parties acknowledge that Dunakontroll develops, manufactures, markets, installs and supports industrial microwave moisture measurement technologies, measurement systems, software, computational models, calibration procedures, data tables and related know-how.

The Customer uses Dunakontroll's industrial measurement system in its own industrial environment for the material, process line and Site specified in the Principal Agreement. The Parties expressly agree that use of the Software and the Dunakontroll Know-how is permitted solely within the framework defined in the Agreement.

These Terms are intended for a B2B legal relationship for professional and industrial use. The Customer represents that it acts not as a consumer but in the course of its economic or professional activities, with appropriate technical and organisational competence.

2. Definitions

"Equipment": the industrial measurement system sold, rented, leased, installed or supported by Dunakontroll, including its hardware components, sensors, control units, industrial PC, communication modules, cabling and related accessories.

"Software": any program, local application, executable file, service, driver, data-processing module, user interface, agent, calc service, diagnostic tool, licence-management component, database, script, configuration file, firmware and update developed by or for, supplied by or configured by Dunakontroll, irrespective of whether it runs on the Equipment, a control PC, a server, in the cloud, on a remote licence server or on third-party infrastructure.

"Dunakontroll Know-how": the entirety of Dunakontroll's technical, economic, measurement, calibration, data-processing and software-related knowledge, including in particular the computational model, calibration tables, material-specific parameters, signal-processing logic, correction methods, measurement algorithms, diagnostic procedures, logic used to interpret measurement results, validation procedures and any combination thereof.

"Computational Model": algorithmic, mathematical, statistical, rule-based or hybrid logic that generates a measurement result, correction, diagnostic state or operating state from measurement signals, input data, material parameters and calibration data.

"Calibration Algorithm": any data structure, parameter list, lookup table, correction matrix, material profile, measurement reference data or configuration data file required for the operation or accuracy of the Software.

"Local Application": the Software or a Software component running at the Customer's Site or on a local computer connected to the Equipment.

"Licence": the non-exclusive, non-transferable and limited right of use granted by Dunakontroll, which authorises the contractual use of the Software and the Dunakontroll Know-how.

"Licence Identifier": an activation key, hardware fingerprint, licence file, certificate, token, server-side entitlement, customer identifier or other technical identifier evidencing lawful use of the Software.

"Technical Protection Measure": any encryption, hardware binding, obfuscation, code signing, integrity verification, licence validation, access control, logging, memory-based loading, component separation, key management, virtualisation detection, anti-tamper mechanism or any combination thereof.

"Authorised User": an employee, agent or subcontractor of the Customer who, under the Customer's responsibility, uses the Equipment and the Software within the scope of this Agreement and with the necessary access rights.

"Site": the physical industrial location, production line, plant or laboratory specified in the Licence at which use of the Software is permitted.

"Hybrid Architecture": an operating model in which part of the user interface, control or measurement process runs locally, while all or part of the licence validation, model loading, component validation, updating, key management or computational logic connects to a server, service or agent controlled by Dunakontroll or its authorised representative.

3. Contractual Documents and Order of Precedence

These Terms form an integral part of every equipment sale and purchase agreement, rental agreement, lease agreement, distribution agreement, framework agreement, order confirmation or other contract under which Dunakontroll supplies, installs or supports Equipment or Software (the "Principal Agreement"). The Principal Agreement, these Terms and their Annexes together constitute the "Agreement". In the event of any conflict, the provisions of these Terms shall prevail in matters relating to the Software, the Dunakontroll Know-how, Technical Protection Measures, licensing, updates, reverse engineering, data processing and cybersecurity, unless the Principal Agreement expressly and specifically deviates from a given provision of these Terms.

The Annexes to these Terms are:

- A. Protected Elements of the Dunakontroll Know-how;
- B. SLA and Licence Validation Rules;
- C. Data Management / Data Processing Annex;
- D. Optional Source Code Escrow Rules;
- E. Flow-down Terms for Distributors and End Users;
- F. Maintenance and Security Update Regime.

If there is any discrepancy between an Annex and the body of these Terms, the stricter provision from the standpoint of protecting the Software and the Dunakontroll Know-how shall apply, unless the Parties have expressly, clearly and in writing agreed otherwise.

For international agreements, the Parties designate English as the language of the Agreement.

4. Licence Entitlement and Scope of the Right of Use

During the term of this Agreement, subject to full payment of all fees and compliance with the contractual terms, Dunakontroll grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Software.

The Licence may be used solely on the Equipment, hardware environment and Site, on the process line, for the material type and measurement purpose, and in the operating environment specified in the Principal Agreement. Use of the Software on other equipment, at another site, on another production line, for another company or for another purpose requires separate written authorisation and, where applicable, separate remuneration.

Even if the Customer acquires title to the Equipment, it shall acquire no ownership interest in the Software, the Computational Model, the Calibration Algorithm, the Dunakontroll Know-how, the source code, the documentation or any derivative thereof. The Software is licensed, not sold.

The Licence does not include source code, developer documentation, internal model parameters, undocumented APIs, test databases, keys, certificates, the internal logic of the licence manager, the build system or any information that would enable reverse engineering or follow-on development of the Software.

The Customer may use only the number of copies of the Software expressly specified in the Principal Agreement. A backup copy may be made only if and to the extent permitted by mandatory law or authorised in writing by Dunakontroll, and any such copy shall be subject to all restrictions of the Licence.

Documentation relating to the Software may be used solely for contractual operation, maintenance and internal training. Copying the documentation, disclosing it to a third party, making it public or using it for competitive development is prohibited.

5. Prohibited Conduct and Restrictions on Use

The Customer acknowledges that, in the event of improper use, the system may restrict its operation for security reasons.

The Customer and the Authorised Users shall not reverse engineer, decompile, disassemble, modify, hack, circumvent, extract, copy, isolate for analysis, reproduce, or carry out any procedure aimed at discovering the Software, the Computational Model, the Calibration Table, the licence mechanism, the Technical Protection Measures or any element of the Dunakontroll Know-how, except and only to the extent that mandatory applicable law permits this without allowing contractual derogation.

The Customer shall not use the Software or its operation for benchmarking, comparative testing, competitive analysis, follow-on development, building an alternative model, or developing, validating or calibrating its own or any third party's measurement software without Dunakontroll's prior written consent.

The following are prohibited in particular: a) copying the entire storage medium or a system image for the purpose of enabling the Software to run in another environment; b) manipulating a hardware fingerprint or Licence Identifier; c) falsifying system time, a network response or a validation message; d) extracting encrypted files, keys or tables; e) disabling obfuscation, code signing, integrity verification or logging; f) running the Software in a virtualised, emulated or cloned environment without authorisation; and g) granting administrator access to a third party for reverse-engineering or competitive purposes.

The Customer shall not remove or alter any copyright, trademark, trade-secret, licence or warning notice appearing on the Software, documentation, display or data carrier.

The Customer shall not provide the Software as a service to any third party, rent, lease or sublicense it, or use it for the benefit of any third party as part of outsourcing, a bureau service, measurement service, consultancy or systems-integration service, unless expressly authorised in writing by the Parties.

The Software shall not be used as a safety system directly protecting human life, or in any nuclear, military, aviation-safety, medical-device or other critical life-protection application, unless Dunakontroll separately undertakes such use in writing subject to the applicable technical and legal conditions.

6. Local Application Protection and Technical Protection Measures

The Customer acknowledges and accepts that the Software may contain Technical Protection Measures. Their purpose is to prevent or impede unauthorised access, copying, cloning, reverse engineering, model extraction, licence circumvention and unauthorised use.

For the purposes of this Agreement, the terminology includes the Technical Protection Measures, the full range of software ensuring the operation of the IMG system, and any procedures, measures, hardware or software serving to protect Dunakontroll's know-how that Dunakontroll may, at its sole and unrestricted discretion, deploy to ensure such protection.

The Customer shall ensure that its employees, affiliates, subcontractors, IT service providers, service partners and any third party do not disable, circumvent, modify or render ineffective any Technical Protection Measure.

The existence of Technical Protection Measures shall not in itself constitute defective performance, a performance limitation or a warranty defect, provided that they do not disproportionately prevent contractual use within the framework set out in Annex B.

Dunakontroll may update, strengthen, modify or supplement the Technical Protection Measures with new measures where justified to protect the Software, the Dunakontroll Know-how or the security of the Customer's systems, or to ensure legal compliance. Dunakontroll shall implement such modifications so that their impact on contractual industrial operation is reasonably minimised.

The specific Technical Protection Measures applied to an installation shall be determined by Dunakontroll taking into account technical feasibility, the nature of the installation and the Customer's requirements, and shall be recorded in the Principal Agreement. Dunakontroll strives to apply the highest level of protection agreed with the Customer and technically feasible for the given installation.

7. Dunakontroll Know-how, Trade Secrets and Intellectual Property

The Software, the Computational Model, the Calibration Algorithm, the signal-processing logic, the measurement algorithm, material-specific parameterisation, diagnostic logic, documentation, measurement methodology and related technical and economic knowledge constitute Dunakontroll's trade secrets, protected knowledge and/or intellectual property.

The Customer acknowledges that the Dunakontroll Know-how has significant economic value, is not generally known or readily accessible, and that Dunakontroll applies technical, organisational and contractual measures to keep it confidential.

The Customer acquires no right to exploit the Dunakontroll Know-how independently, incorporate it into another technology, disclose it to a third party, publish it, teach it, license it, file an industrial-property application in respect of it or use it as a basis for its own development.

The Customer shall protect the Dunakontroll Know-how with at least the same degree of care as it applies to its own most valuable trade secrets, but in no event with less than the professional care generally expected in the circumstances.

If the Customer or any person within its sphere of interest unlawfully obtains, uses or discloses Dunakontroll Know-how, or attempts to do so, this shall constitute a material breach of contract, and Dunakontroll shall be entitled to terminate the Agreement with immediate effect, seek interim relief, damages, a contractual penalty and any other remedy.

Any correction, modification, workaround, parameterisation method, development idea, diagnostic conclusion or generally applicable technical solution created by Dunakontroll in the course of using, correcting, updating, supporting or operating the Software shall be the property of Dunakontroll, unless the Parties agree otherwise in writing.

8. Licence Activation, Validation, Online/Offline Operation and Safe Mode

Use of the Software may be tied to a Licence Identifier, activation, a hardware fingerprint, server-side entitlement, periodic validation or any combination thereof. The precise method of validation is specified in the Principal Agreement and Annex B.

Dunakontroll shall endeavour to ensure that licence validation does not cause unjustified production downtime. In the event of a brief network failure, a temporary server-availability problem or a maintenance period, the Software may continue to operate for the grace period specified in Annex B.

The states specified in Annex B may include, in particular:

- a) active, fully operational state;
- b) warning state;
- c) grace period;
- d) restricted operation;
- e) safe mode;
- f) blocked state;
- g) manual release by Dunakontroll;
- h) withdrawal of a component or model for security reasons.

The Customer acknowledges that, in the event of the absence or expiry of a licence, non-payment of fees, unauthorised copying, an unauthorised hardware replacement, manipulation of the validation mechanism or a serious security incident, Dunakontroll may restrict the operation of the Software, make continued use subject to reactivation, or suspend it, provided that such action is proportionate and compatible with the operational-safety rules set out in Annex B.

The Customer shall notify Dunakontroll in writing of any planned infrastructure change within its own systems that may affect data communication with the system and shall request reactivation where necessary. Errors, outages or reconfiguration requirements resulting from modifications to the Customer's own internal data-communication and data-processing system shall not be regarded as warranty defects attributable to Dunakontroll. They shall constitute separate support or reconfiguration tasks.

The Customer may not invoke a restriction of operation resulting from licence validation as defective performance where the restriction was caused by the Customer's breach of contract, non-payment of fees, unauthorised modification, a fault in its IT environment or circumvention of a Technical Protection Measure.

9. Updates, Bug Fixes, Cybersecurity and Vulnerability Management

Dunakontroll may, at its discretion or pursuant to its contractual maintenance obligations, provide updates, bug fixes, security patches, new licence-management solutions, model updates and compatibility modifications. The precise scope of updates is specified in Annex F and the maintenance agreement.

The Customer shall, within a reasonable period, install, or permit Dunakontroll to install, any update affecting its system that Dunakontroll classifies as critical or mandatory for security and essential to the secure operation of the IMG system. If the Customer unreasonably refuses or delays a critical update, Dunakontroll's liability for any resulting errors, vulnerabilities and damage shall be excluded to the fullest extent permitted by law.

Dunakontroll may discontinue support for certain versions for security reasons, provided that it gives the Customer prior notice and a reasonable opportunity to migrate, except where an urgent security risk exists.

The Customer shall immediately notify Dunakontroll of any incident, unauthorised access, suspicious system event, vulnerability affecting the Software, licence anomaly or attempted reverse engineering that may affect the security of the Software, the Equipment or the Dunakontroll Know-how.

The Parties shall cooperate in good faith in the event of a security incident. Dunakontroll shall be entitled to examine the necessary diagnostic data, logs, configurations, version information and access events, while respecting the Customer's trade secrets and data-protection obligations.

The Customer shall not disclose any vulnerability, exploit, technical detail or reverse-engineering information affecting Dunakontroll Software without first notifying Dunakontroll in writing and allowing it a reasonable opportunity to remedy the issue, unless mandatory law provides otherwise.

10. Customer IT Environment, Access and Operating Conditions

The Customer shall provide suitable industrial, electrical, network, environmental, IT-security and physical-protection conditions for the operation of the Equipment and the Software. These include, in particular, preventing unauthorised physical access, restricting administrator rights, protecting the industrial PC, managing access rights, maintaining up-to-date basic IT-security measures and controlling remote access.

The Customer may grant any level of access to the IMG system and its communication channels to a third party - including its own IT service provider, integrator, consultant, service partner or affiliate - only if Dunakontroll has given prior written authorisation and the third party has undertaken confidentiality and use restrictions at least equivalent to those set out in this Agreement.

The Customer shall prevent any competitor, consultant associated with a competitor, reverse-engineering service provider or unauthorised developer from accessing the Equipment, data files, licence files or logs.

Where Dunakontroll provides support or remote supervision, the Customer shall ensure that Dunakontroll can access the IMG system by a secure direct remote connection (e.g. VPN, zero-trust access, temporarily enabled remote support or audited access) and shall cooperate in troubleshooting, updating and incident management.

The Customer acknowledges that an unsupported operating system, an unapproved antivirus/EDR intervention, network blocking, a modification made by a third party, an unauthorised configuration change or improper use of the industrial PC may affect the operation of the Software, and Dunakontroll shall not be liable for resulting errors.

11. Data, Logging, Telemetry and Data Protection

During operation of the Software, measurement data, operational data, configuration data, error codes, version information, licence statuses, access logs, system events and diagnostic data may be generated. The Parties shall specify in the Principal Agreement and in Annexes B and C which data are stored locally, transmitted to Dunakontroll or used for remote diagnostics.

The Customer's own production, operational and business data shall remain the property or under the control of the Customer. Dunakontroll may, however, process technical data relating to the operation, troubleshooting, maintenance and licence validation of the Software, cybersecurity, product development and quality assurance for the purposes specified in this Agreement.

Dunakontroll may use anonymised, aggregated or otherwise generalised data from which the Customer, its Site, technology, production volume, trade secrets or personal data cannot be identified. Such data may be used for Dunakontroll's product-development, statistical, diagnostic, quality-assurance and research-and-development purposes.

If the Software processes personal data - for example, in the form of a username, access log, IP address, employee identifier or support communication - the Parties shall specify in Annex C the roles of controller and processor, the purpose, legal basis and duration of the processing, the security measures and the conditions governing international data transfers.

The Customer shall inform its employees, subcontractors and Authorised Users of the Software's logging, licence-validation and, where applicable, telemetry functions. The Customer is responsible for ensuring that its internal policies, employment-law notices and data-protection documents adequately address these functions.

Dunakontroll shall retain logs and diagnostic data for as long as necessary. Retention periods are set out in Annex C. In the event of a security incident, dispute or suspected breach of contract, Dunakontroll may retain the relevant logs for as long as necessary to enforce its rights.

12. Confidentiality

The Parties shall treat as confidential all technical, economic, financial, commercial, legal, production, data-protection, cybersecurity and organisational information that the other Party designates as confidential, that by its nature should be regarded as confidential, or whose disclosure could prejudice the legitimate interests of the other Party.

Dunakontroll's confidential information includes, in particular, the Software, source code and object code, the Computational Model, the Calibration Algorithm, parameterisation, measurement logic, documentation, pricing, the licence model, fault and diagnostic information, the security architecture, Technical Protection Measures and the development roadmap.

The Customer's confidential information may include, in particular, manufacturing data, production parameters, information concerning material composition or quality, plant layout, business processes, internal IT architecture and procurement terms.

Confidential information may be used only to the extent necessary for the performance of this Agreement and may be disclosed to a third party only where the recipient is subject to at least equivalent confidentiality obligations and the disclosure is necessary for performance of the Agreement.

The confidentiality obligation shall remain in force for at least 10 (ten) years after termination of the Agreement. In the case of information constituting a trade secret or protected know-how, the confidentiality obligation shall continue for as long as the information has not lawfully entered the public domain.

Disclosure of information shall not constitute a breach of confidentiality where it is mandatorily required by law, an authority or a court, provided that the disclosing Party - where legally permitted - gives prior notice to the other Party and limits the disclosure to the minimum necessary.

13. Third-Party Components, Open Source and Development Partners

The Software may contain components, libraries, drivers, operating systems, databases, runtime environments or open-source elements developed by third parties. Such components may also be subject to the licence terms of the relevant third party.

Dunakontroll shall provide information in the Software documentation or a separate annex concerning material third-party components and any open-source licences of which the Customer must be informed. The use of an open-source component shall not be construed as placing Dunakontroll's proprietary source code, Computational Model, Calibration Table or Dunakontroll Know-how under an open-source licence.

The Customer shall not be entitled, by relying on a third-party component licence, to demand the source code, internal operation or documentation of Dunakontroll's proprietary components, models or tables, unless mandatory law or a non-derogable provision of the relevant open-source licence expressly provides otherwise.

Where Dunakontroll engages a development partner, subcontractor, integrator or service partner, Dunakontroll shall require that partner to undertake the confidentiality, access-restriction and IP-protection obligations necessary to protect the Dunakontroll Know-how.

The Customer shall not directly instruct any Dunakontroll development partner to modify or reverse engineer the Software, export data, produce an alternative build or perform any task that would prejudice the protection of the Dunakontroll Know-how.

14. Installation, Handover and Acceptance, Testing and Change Control

The Software shall be installed, configured, activated and commissioned by Dunakontroll or a partner designated by it, unless the Parties agree otherwise in writing.

Handover and acceptance shall take place on the basis of a handover and commissioning record issued by Dunakontroll. During acceptance, the Parties shall record the installed version, the Licence Identifier, Equipment identifiers, the Site, the applied Technical Protection Measures, the principal configurations, test results, open defects, known limitations and support contacts.

The Customer shall carry out acceptance testing within the period specified in the Agreement. If the Customer places the Software into use in a production environment, or fails to report a material defect in writing within the acceptance period, the Software shall be deemed handed over and accepted, except in the case of latent defects.

Any modification, integration or custom development of the Software, extension to a new material type, adaptation to a new production line or connection to another system may be undertaken only in accordance with a written change-control procedure.

The remuneration, deadline, risks, validation requirements, warranty implications and intellectual-property consequences of any change requested by the Customer shall be set out in a separate order or change request.

A change shall not result in the transfer to the Customer of ownership of the Dunakontroll Know-how or the Software, unless the Parties expressly agree otherwise in writing and for separate consideration.

15. Support, Maintenance and Service Levels

The precise scope of support, maintenance, remote diagnostics, updates, bug fixes and any availability commitment is specified in Annex F or a separate maintenance agreement.

By default, the Licence does not include unlimited support, automatic entitlement to a new major version, custom development, creation of a new material profile, an on-site visit, integration with external systems or remediation of a Customer IT fault, unless the Parties have agreed otherwise in writing.

A fault report shall include the Equipment identifier, Software version, a description of the fault, the time of occurrence, the operating conditions, relevant logs, screenshots and information regarding reproducibility of the fault.

Fault priority shall be determined in accordance with Annex F. A critical fault is one that completely prevents the contractual measurement function and for which no reasonable workaround exists. An event caused by an unauthorised modification in the Customer's IT environment, network blocking, unauthorised access or lack of maintenance shall not constitute a critical fault.

Dunakontroll may refuse to provide support or make support subject to a fee if the Customer uses an unsupported version, fails to install a critical update, has modified the Software, has breached a licence condition, or fails to provide the necessary access and information.

16. Fees, Payment Terms and Licence Models

The Licence fee, maintenance fee, support fee, activation fee, update fee, custom-development fee and any subscription fee shall be specified by the Parties in the Principal Agreement or quotation.

Possible licence models:

- a) perpetual right of use tied to the Equipment;
- b) time-limited licence;
- c) licence tied to the rental/lease term;
- d) subscription service licence;
- e) site licence;
- f) licence tied to a material profile or process line;
- g) pilot or proof-of-concept licence.

For a Licence subject to periodic payment, non-payment may constitute grounds for a warning, grace period, restricted operation or suspension in accordance with Annex B.

Unless the Parties agree otherwise in writing, fees exclude taxes, customs duties, bank charges, local taxes, withholding taxes, travel expenses, on-site labour charges, third-party licences and the Customer's IT-infrastructure costs.

For international payments, the Customer shall ensure that Dunakontroll receives the full net amount of the invoice. Any deduction, withholding tax or bank charge may be borne by Dunakontroll only if required by mandatory law and agreed in advance by the Parties.

17. Warranty, Performance and Measurement Accuracy

Dunakontroll warrants that, under the specified operating conditions, the Software will perform the material functions set out in the documentation, the Principal Agreement and the acceptance record.

Measurement accuracy, reproducibility and reliability also depend on the technical condition of the Equipment, the installation environment, material characteristics, calibration, operating conditions, maintenance, sampling, environmental factors and data supplied by the Customer. The Parties shall record

specific accuracy commitments exclusively in the Principal Agreement or in the sale and purchase documentation.

Dunakontroll does not warrant that the Software will be error-free or uninterrupted, compatible with every Customer or third-party system, operate identically in every network environment, or provide the same accuracy following material or process changes not disclosed by the Customer.

The warranty does not cover a defect caused by

- a) improper use;
- b) an unauthorised modification;
- c) a fault in the Customer's IT environment;
- d) an unsupported operating system or driver;
- e) defective power supply, an environmental effect or mechanical damage;
- f) intervention by a third party;
- g) failure to install a critical update;
- h) circumvention of the licence mechanism.

Dunakontroll's primary remedial obligation shall be to repair the Software, provide a workaround, issue an update or replace the defective component. A price reduction, refund or withdrawal from the Agreement may be applied only if the material defect cannot be remedied within a reasonable period and such remedy is permitted by law or by this Agreement.

18. Limitation of Liability

The Parties acknowledge that the Software operates as part of an industrial measurement system. The Customer shall therefore design its operational, quality-assurance, safety, redundancy, sampling and decision-making processes so that a measurement or software error does not cause disproportionate damage.

Dunakontroll shall not be liable for indirect, consequential, punitive or special damages, loss of profit, production downtime, loss of data, reputational damage, loss of contract, any contractual penalty owed by the Customer to a third party, or loss of business opportunity, unless applicable law does not permit such liability to be excluded.

Dunakontroll's total aggregate liability in connection with the Agreement shall not exceed the amount of Software licence and maintenance fees actually paid to Dunakontroll by the Customer during the 12 (twelve) months preceding the event giving rise to the loss, unless the Principal Agreement specifies a different maximum amount. For a one-off sale of Equipment, an alternative maximum cap shall be 100% of the net fee allocated to the Software.

The limitation of liability shall not apply in cases in which liability cannot be limited under applicable law, including in particular intentional misconduct, certain cases of gross negligence, personal injury, death and mandatory statutory minimum liabilities.

The Customer's liability towards Dunakontroll shall be unlimited, or shall at least be subject to a higher cap, in the following cases: a) unauthorised acquisition, use or disclosure of Dunakontroll Know-how; b) reverse engineering or an attempt to reverse engineer; c) circumvention of a Technical Protection Measure; d) unauthorised copying or cloning; e) circumvention of licence fees; and f) intentional or bad-faith breach of contract.

The Parties may specify separate risk allocation, insurance obligations, liability for production downtime or industrial SLA contractual penalties in the Principal Agreement. In the absence of such a provision, the liability limits set out herein shall apply.

19. Legal Consequences, Contractual Penalties and Emergency Relief

The following shall constitute a material breach of the Agreement in particular: unauthorised copying, cloning, reverse engineering or decompilation of the Software; circumvention of a Technical Protection Measure; unauthorised acquisition or disclosure of Dunakontroll Know-how; granting unauthorised access to a third party; circumvention of licence fees; or use of the Software for competitive-development purposes.

In the event of a material breach of contract, Dunakontroll shall be entitled to: a) terminate the Agreement with immediate effect; b) suspend the Licence; c) refuse reactivation; d) suspend support; e) require

deletion of infringing copies; f) initiate an audit; g) seek interim relief or emergency arbitral relief; and h) claim a contractual penalty and damages.

The Parties may agree that, in the event of reverse engineering, circumvention of a Technical Protection Measure, unauthorised copying or unauthorised disclosure of Dunakontroll Know-how, the Customer shall pay a contractual penalty of EUR 1,000,000 (one million euros) for each infringement. The contractual penalty shall not preclude a claim for damage exceeding the penalty, unpaid licence fees, enforcement costs or interim relief.

In the event of an unauthorised copy or unauthorised use, Dunakontroll shall be entitled to claim at least EUR 10,000 (ten thousand euros) per day for the period affected by the unauthorised use, without prejudice to any further damages or remedies.

The Customer acknowledges that unauthorised acquisition or disclosure of Dunakontroll Know-how may cause irreparable harm that is difficult to quantify, and Dunakontroll may therefore be entitled to seek expedited, interim or emergency relief.

20. Audit and Compliance Review

Upon reasonable prior notice, Dunakontroll may verify whether the Customer is using the Software and the Licence in accordance with the Agreement. The purpose of the audit is to verify the number of licences, the Site, hardware binding, version, access rights, Technical Protection Measures and any unauthorised copies.

An audit may take the form of a remote review of logs and configurations, a licence report, a self-audit declaration, an on-site inspection or engagement of an independent auditor. During the audit, Dunakontroll shall protect the Customer's trade secrets and production data and shall request only the information necessary for the audit.

Dunakontroll may initiate no more than one (1) ordinary audit per year, except in the event of reasonable suspicion of infringement, a licence anomaly, a security incident or a material breach of contract.

If an audit reveals unauthorised use or copying, avoidance of licence fees, circumvention of a Technical Protection Measure or an attempted reverse engineering, the Customer shall reimburse the reasonable costs of the audit, immediately cease the infringement, pay the outstanding fees and contractual penalty, and, at Dunakontroll's request, certify in writing that the infringing situation has been remedied.

21. Data Backup, Recovery and Source Code Escrow

The Customer shall maintain reasonable backups of its own production data, configurations and exports authorised by Dunakontroll, unless the Parties have assigned responsibility for backups to Dunakontroll.

A backup of the Software in the form of a complete system image or clone may be made only with Dunakontroll's written authorisation and while preserving the Technical Protection Measures. The backup shall not be used on other hardware, at another Site or to circumvent the Licence.

By default, Dunakontroll shall have no obligation to place in escrow or disclose source code, the build environment, internal documentation, keys, certificates, the Computational Model or the Calibration Table.

For a high-value, mission-critical or long-term international project, the Parties may agree on a separate source-code escrow arrangement under Annex D. Escrow may be released only upon the occurrence of the specified release events, such as Dunakontroll's insolvency, a continuing and unremedied breach of its support obligations, or a contractual breach consisting in discontinuation of product support.

Where source code is released from escrow, the Customer may use it solely to maintain its own contractually compliant system and shall not use it for competitive development, creation of a new product, disclosure to a third party or exploitation of the Dunakontroll Know-how.

22. Term, Termination and Consequences of Termination

The Agreement shall enter into force upon conclusion of the Principal Agreement or, if earlier, upon the first installation, activation or use of the Software and, depending on the type of Licence, shall remain in force for an indefinite term, a fixed term, until the end of the subscription period, until the end of the rental/lease period or until termination of the Principal Agreement.

In the case of a fixed-term, subscription, rental or service Licence, the right of use shall automatically terminate at the end of the contractual period unless the Parties agree to renew it.

Dunakontroll may terminate the Agreement with immediate effect if the Customer commits a material breach of contract, in particular reverse engineering, unauthorised copying, licence circumvention, unauthorised use of Dunakontroll Know-how or a material breach of its payment obligations.

Upon termination of the Agreement, the Customer shall cease using the Software, delete copies not authorised by Dunakontroll, return or destroy the documentation and confidential information and, at Dunakontroll's request, provide a duly executed declaration confirming that it has done so.

Termination shall not affect payment obligations that have already fallen due, confidentiality, IP and know-how protection, liability provisions, audit rights, dispute-resolution provisions or the legal consequences of breaches occurring before termination.

If title to the Equipment remains with the Customer but the Software Licence terminates, the Customer may no longer use the Software. Depending on the reason for termination of the Licence, the Customer may bear the commercial risk of the Equipment operating without the Software or with restricted functionality.

23. International Compliance, Export Controls, Sanctions and Anti-Bribery

The Customer shall comply with all applicable export-control, sanctions, customs, data-protection, cybersecurity, anti-corruption and industrial-safety rules relating to the use, transfer, installation or support of the Equipment, the Software or the Dunakontroll Know-how.

The Customer shall not transfer the Software, Equipment or Dunakontroll Know-how to any country, person or organisation, or for any end use, subject to European Union, United Nations, Hungarian, United States, United Kingdom or other applicable sanctions or export-control restrictions, where such rules apply to Dunakontroll or to performance of the Agreement.

The Customer represents that it is not included on any relevant sanctions list, is not owned or controlled by a sanctioned person, and will not use the Software for a prohibited end use.

The Parties shall comply with anti-corruption rules. It is prohibited to offer, request or accept any unlawful commission, bribe, intermediary fee, gift or benefit in connection with the Agreement.

Where a sanctions, export-control or corruption risk arises, Dunakontroll may suspend performance, request additional declarations or documents, or terminate the Agreement if continued performance would be unlawful or involve disproportionate risk.

24. Governing Law and Dispute Resolution

The Agreement shall be governed by the laws of Hungary, excluding its conflict-of-laws rules and - where the legal relationship also involves an international sale of goods - excluding application of the United Nations Convention on Contracts for the International Sale of Goods, unless the Parties expressly agree otherwise.

For Customers within the EU/EEA: the Parties shall first seek to resolve any dispute arising from the Agreement through negotiation. If such negotiations fail, the Parties submit the dispute to the exclusive jurisdiction of the Hungarian court having territorial competence for Dunakontroll's registered office, depending on subject-matter jurisdiction, to the extent that such jurisdiction may lawfully be agreed.

For Customers outside the EU/EEA: unless the Principal Agreement provides otherwise, any dispute arising out of or in connection with the Agreement shall be resolved under the rules of the Commercial Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, with the seat of arbitration in Budapest, by one or three arbitrator(s) as determined under those rules, in the English language. The arbitral award shall be final and binding.

For the purpose of protecting the Dunakontroll Know-how, the Software, any Technical Protection Measure or intellectual property, Dunakontroll may seek interim measures, emergency arbitral relief or expedited relief before any competent court without this constituting a breach of the dispute-resolution clause.

Before commencing dispute proceedings, the Parties shall conduct management-level consultations for at least 30 (thirty) days, unless immediate proceedings are justified by the need for urgent relief, a breach of confidentiality, reverse engineering, an infringing copy, risk of loss of evidence or a cybersecurity risk.

25. Final Provisions

Any amendment to the Agreement shall be valid only if made in writing and duly signed by the Parties. Operational coordination by e-mail shall amend the Agreement only if the persons authorised to represent the Parties expressly approve it as a contractual amendment.

Dunakontroll may amend these Terms by publishing the amended version on its website (www.dunakontroll.com). The version in force at the time the Principal Agreement is concluded shall apply to that Agreement; any later amendment shall apply to an existing Agreement only if the Customer accepts it in writing.

The Customer shall not assign its rights or obligations under the Agreement without Dunakontroll's prior written consent. In the event of a corporate transformation, transfer of a business division, transfer of a Site, sale of the Equipment or transfer to an affiliate, the Software Licence shall not transfer automatically.

Dunakontroll may engage subcontractors, development partners, cloud service providers, support partners or distributors for performance of the Agreement, while remaining responsible for their performance.

If any provision of the Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with a valid provision that most closely reflects its economic purpose.

Failure or delay in exercising any right under the Agreement shall not constitute a waiver of that right. A waiver shall be valid only if made expressly in writing.

The Agreement constitutes the entire agreement between the Parties regarding the Software, the Dunakontroll Know-how, the Licence, Local Application protection and related support, and supersedes all prior oral or written agreements concerning the same subject matter, except for documents expressly maintained in force.

By concluding a Principal Agreement that refers to these Terms, placing an order, or installing, activating or using the Software, the Customer confirms that it has had the opportunity to review these Terms before entering into the Agreement - in particular the provisions on restrictions of use, Technical Protection Measures, audit rights, limitation of liability, contractual penalties, termination and dispute resolution, which may deviate from statutory default rules or from previous practice between the Parties - and expressly accepts them.

These Terms are published by Dunakontroll Kft. on www.dunakontroll.com and are available to the Customer at any time.

ANNEXES

A. Protected Elements of the Dunakontroll Know-how

The Parties acknowledge that the hardware and software elements, configuration and related documentation of the IMG system may constitute Dunakontroll's trade secrets, protected knowledge, copyright works or other intellectual property, irrespective of whether they appear in software code, data files, documentation, configuration, tables or operating logic.

B. SLA and Licence Validation Rules

The purpose of the licence-validation system is to protect the Dunakontroll Know-how without disproportionately stopping industrial production in the event of brief and harmless communication failures.

Status	Recommended operation	Customer obligation
Active	Full functionality.	Normal operation and installation of updates.
Warning	Operation continues; the UI and log indicate the issue.	Notify the contact person and investigate the issue.
Grace period	Operation continues within a time window of (e.g. 24–168 hours).	Restore the network/licence status.
Restricted operation	Non-critical functions, exports, updates or new profiles are disabled.	Use Dunakontroll support.
Safe mode	Safe, restricted measurement or shutdown state.	Operational risk management and manual validation.
Blocked	Use is prohibited in the event of an unauthorised licence, manipulation or material breach of contract.	Remedy the breach and follow the reactivation procedure.

Specific time windows shall be defined for each customer type. A longer grace period may be justified for large continuous-process plants, whereas a shorter validation cycle may be justified for pilot systems presenting a high IP risk.

C. Data Management / Data Processing - Framework Provisions

Where the Software or support processes personal data, the Parties shall conclude a full data-protection annex covering at least the topics below. Typical personal data may include a username, employee identifier, IP address, support ticket, remote-access log or e-mail address.

Topic	Required content
Roles	Definition of the controller/processor/independent-controller role.
Data categories	User identifiers, logs, IP addresses, support communications and licence data.
Purposes	Support, licence validation, cybersecurity, troubleshooting, audit and product development.
Retention period	Retention periods for logs, support data and incident data.
Security	Access control, encryption, logging and subcontractors.
International data transfers	SCCs or another legal basis for support/cloud services outside the EU.
Information to data subjects	Information to the Customer's employees.

D. Optional Source Code Escrow Terms

Source code escrow may be agreed only subject to separate remuneration, an escrow agent, precisely defined release events and strict restrictions on use.

- Escrow materials: source code, build instructions and documentation for the relevant version - keys and trade secrets only to the extent necessary.
- Release event: continuing discontinuation of support in breach of contract, insolvency, dissolution without a legal successor, or a court or arbitral decision.
- Permitted purpose: solely the maintenance of the Customer's own installed system.
- Prohibited purpose: competitive development, a new product, disclosure to a third party or independent exploitation of the Dunakontroll Know-how.
- Access: designated persons only, subject to separate confidentiality obligations and within an auditable environment.

E. Flow-down Terms for Distributors and End Users

If the Equipment or Software is sold by a distributor, integrator, OEM partner or reseller, that partner shall procure the end user's acceptance of the material provisions of these Terms.

The distributor shall not grant any additional right in respect of the Software that has not been authorised by Dunakontroll. In particular, it shall not promise source code, a right to reverse engineer, site-independent use, unlimited copying, a perpetual right to updates or access to the Dunakontroll Know-how.

The distributor shall immediately notify Dunakontroll if there is any suspicion that the end user has attempted reverse engineering, circumvented the Licence, granted access to a competitor, made an unauthorised copy or caused a security incident.

The end-user agreement shall contain at least the following: the Software is licensed, not sold; a non-transferable right of use; prohibition of reverse engineering; protection of the Dunakontroll Know-how; acceptance of the Technical Protection Measures; audit rights; deletion following termination; and confidentiality.

F. Maintenance and Security Update Regime

Support element	Default scope	Notes
Fault reporting	E-mail / ticket / telephone during business hours.	Separate fees apply for 24/7 support of critical operations.
Remote diagnostics	Via the secure connection previously specified.	VPN or an approved remote tool.
Security patch	Priority in the event of a critical vulnerability.	Refusal to install may result in support restrictions.
Major version	Not automatically included in basic maintenance.	Separate agreement.



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New material profile	Custom engineering work.	Separate remuneration and validation.
On-site visit	As specified in a separate order.	Travel expenses and per diem.
Unsupported environment	Support may be subject to a fee or refused.	In the event of an unauthorised modification.