

## StationGuard – Service Contract Conditions

### 1 Validity and Limitation of Services

- 1.1 The following Service Contract Conditions (“**Conditions**”) apply for StationGuard Service Contracts, Base or Expert Subscription (“**Service Contract**”). In addition to these Conditions, OMICRON’s General Sales Conditions, available at <https://www.omicronenergy.com/en/legal/terms/> shall apply. In case of contradictions, these Conditions shall have priority over the General Sales Conditions.
- 1.2 For the purpose of these Conditions, the Service Provider is the company that has offered the Service Contract to the customer. This could either be OMICRON, an OMICRON affiliate or an independent sales partner. In case Service Provider is a non-OMICRON group company, OMICRON guarantees the services as indicated in the StationGuard Service Certificate.
- 1.3 Service Contracts are available and linked to a specific hardware platform (RBX/MBX) identified through its serial number. The use of the Service Contract Services (“**Services**”) is limited to the hardware platform for which the Service Contract has been made. The respective serial number of the hardware platform has to be included in all communication with the Service Provider.

### 2 StationGuard Service Contract Services

- 2.1 The Service Contract is offered either as Base or Expert Subscription.
- 2.2 The Base Subscription includes the following Services:
  - a) **Updates for StationGuard Detection Engine**  
OMICRON will use high efforts to provide updates in a timely manner but can neither guarantee fixed update cycles nor inclusion of all considerable threat scenarios.
  - b) **Platform Security Patches:**  
OMICRON will use high efforts to detect platform security vulnerabilities and to provide security patches but cannot guarantee accuracy, exhaustiveness and completeness.
  - c) **24/7 OMICRON Standard Technical Support**  
Standard Technical Support can only be guaranteed in English language and is limited to customary technical questions (e.g. malfunctioning of the hardware platform, error messages, etc.). Standard Technical Support does not include an assessment and interpretation of generated alarms. Customer support requests must be reported through the contact form available at <https://www.omicronenergy.com> or via the technical support hotline (+43 59495 4444).
- 2.3 The Expert Subscription includes all Services from the Base Subscription in addition to the following Services:
  - a) **StationGuard Expert Support**  
Expert Support requests must be reported through the same channels as Standard Technical Support requests (see 2.2.c). Expert Support includes detailed assessment and interpretation of alarms generated through StationGuard. OMICRON’s cyber security specialists will use high efforts when preparing these assessments and interpretations. Expert Support is available in English language. Requests are answered as soon as possible and not later than two (2) working days (Monday – Friday) from receipt of the request. In exceptional cases, where the Expert Support may not be fully answerable in two days, OMICRON will immediately notify the customer of the expected delivery time.
  - b) **Extended Warranty**  
The warranty period for the hardware platform (RBX/MBX) is extended for the term of a valid Service Contract Expert Subscription.
  - c) **Access to future Expert Features and Services**  
Access to future Expert Features and Services for StationGuard are included free of charge in case of a valid StationGuard Service Contract Expert Subscription.

### 3 Delivery

Updates (2.2.a), Security Patches (2.2.b) and Upgrades (2.3.c) can be downloaded either directly from the OMICRON Customer Area (<https://my.omicronenergy.com>) or through the installed OMICRON updater software. All downloads are protected with reliable encryption technology.

### 4 Term and Termination

- 4.1 The Service Contract is effective from the date of invoicing and is valid for the first partial calendar year and one or multiple full calendar year(s) thereafter (ending 31. December), depending on the contract term indicated in the offer/order confirmation. The Service Contract automatically renews itself for the period of another contract term if not terminated by giving written three (3) months prior written notice. No termination from the customer is possible during valid contract terms. The fee for the first (partial) calendar year is proportionate based on the full months the Service Contract is used.
- 4.3 The Service Contract may be terminated by either party with immediate effect (no notice period) if there is good and reasonable cause for immediate termination, including, without limitation initiation of insolvency proceedings

regarding one of the parties or their respective assets, substantial changes in the ownership and/or management of customer, imposition of economic sanctions, or any breach of a substantial obligation under Service Contract. The terminating party shall give written notice of any such termination to the other Party, which notice shall include the reasons and effective date for such termination.

#### 5 Annual Fee Adjustments

OMICRON may adjust the Service Contract fee once a year. OMICRON will notify the customer in writing at least three (3) months prior to effective date of the price change. In case of shorter notification periods, customer is entitled to terminate the Service Contract prematurely.

#### 6 Warranty, Liability

- 6.1 OMICRON does not warrant uninterrupted or error-free operation, fitness for a particular purpose, merchantability of StationGuard or the hardware platform (RBX/MBX). OMICRON does not warrant further that minor software defects which do not materially hamper the functioning of the software products will be corrected or that StationGuard will provide complete protection from cyber security threats.
- 6.2 All assessments and interpretations provided by OMICRON are recommendations only. While OMICRON is using best efforts to provide correct statements, it cannot be held liable for any negative consequences resulting from a customer action based on reliance of such recommendation.
- 6.3 Upon fulfillment of the statutory requirements, except in cases of gross negligence or willful misconduct, OMICRON's entire liability for all claims in the aggregate arising in relation to StationGuard or the hardware platform (RBX/MBX) and the corresponding Service Contract is capped at three times of the annual Service Contract fee. Under no circumstances, even if informed of their possibility, is OMICRON liable for loss of or damage to data, indirect damages, consequential damages, loss of profits, business, revenue, goodwill, or anticipated savings. Neither OMICRON nor customer is responsible for failure to fulfill any obligations due to causes beyond its control.

#### 7 Assignment

Any assignment of rights and obligations from this Service Contract requires prior written approval by OMICRON.

#### 8 Default of Payment

In case the Service Contract is not paid in full within thirty days from the invoice date, OMICRON is not obliged to provide any of the Services, and may, at its sole discretion, rescind from the Service Contract with immediate effect.

#### 9 Force Majeure

Insofar as one contractual party is unable to fulfill or experiences a delay in fulfilling a contractual obligation, this party shall immediately (i) inform the other party of the event, (ii) specify the contractual obligation that is impaired, and (iii) indicate the likely duration of the event. Insofar as force majeure prevents or delays fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate the Service Contract by providing reasonable notice.