

## Beckhoff Automation Ltd. Standard Terms & Conditions Services Addendum for Canada Updated 10/2025

1. **APPLICABILITY:** Customer desires to retain, and Beckhoff desires to provide to Customer, the services of Beckhoff as set out in this services addendum ("**Services Addendum**"), which supplements and is incorporated by reference into Beckhoff Automation Ltd. Standard Terms and Conditions ("**Standard Terms and Conditions**"). Capitalized terms used in this Services Addendum but not defined shall have the meaning provided to them in the Standard Terms and Conditions.
2. **DEFINITIONS:**
  - (a) "**Beckhoff Material**" means (i) all pre-existing software, tools, designs, documentation, data and other material developed by or for Beckhoff outside of this Agreement as may be necessary to provide the Services hereunder and (ii) any routines, tools, methodologies, processes or technologies created, adapted or used by Beckhoff in its business generally, together with all associated Intellectual Property Rights, not specially developed for Customer, including all Intellectual Property Rights therein.
  - (b) "**Customer Material**" means content, proprietary technology, software, hardware, designs, algorithms, software tools, data, information, user interface designs, application programming interfaces, architecture, class libraries, objects and network designs and documentation (both printed and electronic) provided by Customer and third party software provided by Customer, including all Intellectual Property Rights therein.
  - (c) "**Deliverables**" means all deliverables and other work product specially developed for Customer pursuant to the Services, including all Intellectual Property Rights therein, excluding any Beckhoff Material, Customer Material and Third Party Material.
  - (d) "**Intellectual Property Rights**" means, on a worldwide basis, any and all: (i) rights associated with works of authorship, including copyrights, moral rights, database rights and mask works; (ii) trademarks, service marks, logos and other designations of origin; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
  - (e) "**Laws**" means all federal, provincial, state, local, municipal and foreign statutes, laws, by-laws, rules, codes, ordinances, regulations, guidelines, guidance, orders, and decisions in effect from time to time and made or issued by a governmental authority.
  - (f) "**Third Party Material**" means any software, tools, libraries, designs, documentation, data or other material of any third party.
3. **SERVICES:** In accordance with the terms and conditions of this Services Addendum, Beckhoff shall use commercially reasonable efforts to provide Customer the services that Beckhoff has agreed to provide Customer, including, if applicable, those services set out in one or more Beckhoff originated statements of

work ("**Statement of Work**" or "**SOW**") which will be delivered separately by Beckhoff (the "**Services**"). Customer shall provide to Beckhoff the Customer Material required by Beckhoff to perform the Services.

4. **TERM:** The term of this Services Addendum shall commence upon the earlier of (i) Beckhoff's issuance of purchaser order confirmation, or (b) the commencement of Services to the Customer, and shall continue until the earliest of (i) Customer's Acceptance (as defined in Section 5 below) of the Service, (ii) the Service end date indicated on the Statement of Work or (iii) the termination of the Services in accordance with this Services Addendum (the "**Term**").
5. **ACCEPTANCE:** Beckhoff will notify Customer upon the completion of Service, and Customer shall provide Beckhoff with its acceptance of the Services in writing (email sufficient) ("**Acceptance**"). The Services will be deemed accepted by the Customer upon the fifth (5th) business day after Beckhoff's notice if the Customer has not delivered a written notice identifying a material non-conformity. If Customer timely delivers a notice of material non-conformity, Beckhoff will promptly remedy and re-tender the affected Services. Upon re-tender, Customer will have three (3) business days to confirm Acceptance or provide a further written notice reasonably detailing any remaining material non-conformity; otherwise the Services are deemed Accepted.
6. **PAYMENT FOR SERVICES:** For providing the Services, Customer shall pay to Beckhoff the fees Beckhoff has identified to Customer as applicable for such Services, or as set out on a Statement of Work or the order confirmation sent by Beckhoff to Customer. Upon receipt of reasonably detailed monthly invoices from Beckhoff, Customer shall pay Beckhoff for reasonable travel and incidental expenses that are actually incurred in connection with the provision of the Services; provided, that such expenses are incurred in accordance with the Statement of Work and are limited to reasonable and necessary transportation, lodging, meals, printing costs and express mail and, if applicable, are incurred in accordance with a relevant Statement of Work.
7. **SUBCONTRACTING:** Beckhoff, may, in its discretion, engage subcontractors or third-party service providers (the "**Subcontractor**") to perform all or part of the Services, provided that Beckhoff remain responsible for the performance of the Services and has the Subcontractor bound by confidentiality and intellectual property obligations no less protective than those set out in this Service Addendum.
8. **SERVICES WARRANTY; DISCLAIMER:**
  - (a) Beckhoff hereby represents and warrants to Customer that Beckhoff will perform the Services with the skill and care ordinarily provided by others in the industrial automation and control system sector , with respect to the same or similar service under the same or similar circumstances.
  - (b) Each party represents, warrants and covenants to the other party that it will not incorporate or use any open source software ("**OSS**") that will create Copyleft Obligations in connection with the Beckhoff Material, Customer Material, Third Party Material or Deliverables provided under this Services Addendum. Customer represents, warrants and covenants to Beckhoff it will not incorporate or use any OSS in connection with any derivative works created by Customer or its representatives of the Beckhoff Material, Customer Material, Third Party Material or Deliverables in a manner that would subject the Beckhoff Material, Deliverables or Third Party Material to Copyleft Obligations. For the purposes of this representation and warranty, "Copyleft Obligations" refer to any terms in an OSS license that require, as a condition of use, modification, distribution or making available of the OSS, that the software or other software combined, linked or distributed with it be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge, or (iv) otherwise subject to terms requiring that such software

or any software combined with it be made available under license terms that are substantially similar to the foregoing.

- (c) To the best of Beckhoff's knowledge, except as required to be provided or obtained by Customer, Beckhoff has and shall maintain all regulatory approvals, authorizations, licenses, permits and other permissions, consents and authorities whatsoever needed to perform its obligations under this Services Addendum.
- (d) Customer represents and warrants that it has sufficient rights in the Customer Material, including its combination with any applicable Beckhoff Material, Third Party Material, or Deliverables, to grant the rights and licenses granted herein. Customer, further to its indemnity obligations under the Standard Terms and Conditions, shall defend (at Beckhoff's option) and indemnify Beckhoff and its officers, directors, employees, Subcontractors and agents from and against any claims and losses arising out of or relating to Customer's breach of the foregoing representation and warranty. Beckhoff may (at its option) choose to control the defense of such claims, including settlement negotiations. In addition to any other rights and remedies for breach of the foregoing representation, Beckhoff may in its sole discretion terminate this Services Addendum or any applicable SOW.
- (e) Customer represents and warrants that it shall provide a safe working environment for Beckhoff's or its Subcontractor's personnel (together, the **"Service Personnel"**) when they are performing Services on Customer's premises, including, but not limited to, compliance with all applicable occupational health and safety regulations. In the event that Service Personnel encounter any unsafe conditions or hazards while performing Services on Customer's premises, Beckhoff shall have the right to suspend performance of the Services until such conditions or hazards are remedied to Beckhoff's satisfaction. Customer shall promptly address and rectify any reported unsafe conditions or hazards to ensure the safety of the Service Personnel.
- (f) OTHER THAN AS EXPRESSLY SET FORTH IN THE STANDARD TERMS AND CONDITIONS OR ABOVE, EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE DELIVERABLES, BECKHOFF MATERIAL, CUSTOMER MATERIAL, THIRD PARTY MATERIAL, SERVICES OR ANY OTHER SUBJECT MATTER UNDER THIS SERVICES ADDENDUM, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, CORRECTNESS, ACCURACY AND RELIABILITY, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. **CONFIDENTIALITY:** In the event the parties have a confidentiality agreement in force, such confidentiality agreement shall apply to this Services Addendum. However, if no confidentiality agreement exists, this Section 9 of the Service Addendum shall apply and supplements the Confidentiality provision Section 13 in the Standard Terms and Conditions. In connection with the Services provided under this Services Addendum, each party (the **"Receiving Party"**) will keep confidential and not disclose to any other party or use (except as expressly and unambiguously authorized by this Services Addendum or applicable SOW) information, technology, software or business or technical information revealed by the Disclosing Party and reasonably deemed as confidential or proprietary information (**"Confidential Information"**) obtained from the other party (the **"Disclosing Party"**). All (a) Customer Material shall be deemed the Confidential Information of Customer; (b) Beckhoff Material shall be deemed the Confidential Information of Beckhoff; (c) Third Party Material shall be deemed the Confidential Information of the respective third party provider, including any subcontractors of Beckhoff, and (d) Deliverables shall not be deemed to be Confidential Information, unless otherwise specified by Beckhoff in writing. Confidential Information shall not include any information that: (i) at the time of disclosure is publicly available or becomes publicly available through no

act or omission of the Receiving Party or is already known by the Receiving Party without restriction, (ii) is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, a contractual or legal obligation of confidentiality with respect thereto, (iii) is or has been independently acquired or developed by the Receiving Party without use of the Disclosing Party's Confidential Information, (iv) was confirmed for publication with prior written consent of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party gives reasonable notice to the Disclosing Party to contest such order or requirement, if such notice can be given in due time.

10. **NATURE OF THE RELATIONSHIP:** Beckhoff is an independent contractor and shall not act as an agent, nor shall Beckhoff or any Beckhoff personnel be deemed an employee of Customer for purposes of any employee benefit plans or programs, nor be deemed an employee of Customer for purposes of income tax withholding, Social Security taxes, unemployment benefits, workers' compensation or otherwise. Neither Customer nor Beckhoff shall enter into any agreement or incur any obligations on behalf of the other party, nor commit the other party in any manner without such other party's prior written consent.
11. **ACCESS:** In the event that Beckhoff requires access to Customer's premises or business systems, Beckhoff agrees that it will not provide access to such premises or systems to any other party, except for the Subcontractors in connection with providing the Service hereunder, without Customer's written approval, and Beckhoff will only utilize such access to the extent necessary to perform the Services. Service Personnel granted access to Customer's premises or business systems for the purposes of this Services Addendum shall not be required to execute any agreements or documents in their personal capacity with respect to such access.
12. **INSURANCE:** Beckhoff will obtain and maintain customary insurance coverage consistent with industry standards.
13. **COOPERATION, PROJECT CONTACTS, LOCATION AND CHANGES:**
  - (a) Cooperation. Customer acknowledges that the timely provision of and access to functional equipment suitable for the performance of the Services, materials, energy, assistance, cooperation, and complete and accurate information and data from its officers, agents and employees, are essential to performance of any Services under this Services Addendum and that Beckhoff's obligation to complete any Services is dependent upon same. Neither party will be liable to the other for any delay or failure to perform that is due to causes beyond the reasonable control of said party. Customer's failure to timely perform any of its obligations under this Services Addendum shall relieve Beckhoff of its dependent obligations to the full extent of such Customer delay, and Beckhoff may suspend performance of such dependent obligations and, if the delay persists, terminate this Services Addendum or the application SOW.
  - (b) Contacts. The parties' respective project contacts are designated in a Statement of Work ("**Project Contacts**"). The Project Contacts are responsible for signature on all authorization and approval forms, change requests, etc. for facilitating communication between Beckhoff and Customer regarding all technical and business matters and for coordinating the scheduling, development and testing of the Deliverables.
  - (c) Location; Personnel. Beckhoff shall have the sole discretion to determine the location from which the Services will be performed, whether on Customer's premises, Beckhoff's premises or any other location deemed appropriate by Beckhoff. Any on-site services at Customer's premises shall be

- subject to prior agreement and scheduling between the parties. Beckhoff shall have the sole discretion to select and assign its personnel to perform the Services under this Services Addendum. Beckhoff reserves the right to replace or reassign personnel as it deems necessary to ensure the proper performance of the Services. Customer acknowledges and agrees that Service Personnel are qualified to perform the Services and that the selection of Service Personnel shall not be subject to Customer's approval.
- (d) Changes. If, at any time, either party desires to modify the Services, the requesting party will present a written request to the other party describing such modifications (each such request is a "**Change Order**"). The other party will promptly review each such Change Order and determine and advise the requesting party, in its reasonable discretion, whether such Change Order is acceptable, can be accomplished by Beckhoff and whether the performance of such Change Order will increase the costs and/or delay the original schedule for performing the Services. The parties will accept or modify any Change Order in writing. Any accepted Change Order will be deemed to amend and become part of the applicable Services in a Statement of Work, and Beckhoff will perform the Services in accordance with such amended Statement of Work. Neither party shall be responsible for any changes in any Services unless mutually agreed upon in writing.

#### 14. OWNERSHIP; LICENSE GRANTS:

- (a) Customer Material. As between Customer and Beckhoff, Customer (or, to the extent applicable, third parties) shall own all Intellectual Property Rights in all Customer Material, subject to the rights and licenses granted below. Customer grants Beckhoff and the Subcontractors a nonexclusive, royalty-free, worldwide right and license during the Term of this Services Addendum to use, reproduce, perform, display, transmit, operate, maintain, modify and prepare derivative works of Customer Material for the sole purpose of providing Services to Customer in accordance with this Services Addendum.
- (b) Deliverables. Upon final payment for the applicable Deliverables, Beckhoff hereby grants to Customer a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable (except as expressly set forth herein), worldwide right and license to (i) use, reproduce, perform, display, transmit, operate, make, have made, and import or export of the Deliverables for use in Customer's business solely in connection with integration of Deliverables with Customer's hardware, software integrated within Customer's hardware and products specified on a Statement of Work ("**Customer Product**"); (ii) modify and create derivative works of the Deliverables solely to the extent that (A) the Deliverables are provided by Beckhoff with applicable source code and (B) a Statement of Work specifies that Customer is permitted to modify and create derivative works of such Deliverables, and in each case solely for integration of Deliverables with such Customer Product; and (iii) sublicense the Deliverables to Customer's affiliates and to Customer's end-use customers solely to the extent that such Deliverable (A) is integrated into such Customer Products and (B) any portion of the Deliverables that are Beckhoff standard software products are delivered pursuant to Beckhoff's software license agreement made available to Customer ("**Software License Agreement**") and incorporated herein by reference.
- (c) Beckhoff Material. Beckhoff shall continue to own all Beckhoff Material and Deliverables. To the extent that any Deliverables incorporate any Beckhoff Material (for the avoidance of doubt other than those offered pursuant to a separate product license from Beckhoff), Beckhoff hereby grants Customer a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable (except as expressly permitted herein), fully paid-up, worldwide right and license to use, operate and maintain Beckhoff Material solely as part of such Deliverables incorporated in Customer Products, which are not only software products or licenses. Customer acknowledges that Beckhoff provides services



similar to those provided under this Services Addendum to third parties and Beckhoff may be providing deliverables to third parties that are similar to the deliverables being provided to Customer but not containing Customer Material.

- (d) Third-Party Material. In performing the services, Beckhoff shall not incorporate Third-Party Material into any Deliverables unless Beckhoff or Customer has all necessary licenses and rights to do so. Unless otherwise specified in a Statement of Work, Customer shall be responsible for obtaining licenses to any Third-Party Material, alternatively Beckhoff may obtain such licenses on a time and materials basis at the sole cost of Customer. Third-Party Material incorporated into the Deliverables, or provided separately but together with the Deliverables or as add-on features, are subject to the respective license terms of the third-party provider with regard to such Third-Party Material. Where required and requested by the Customer, Beckhoff will provide Customer with an overview of which components are considered Third-Party Material and which terms and conditions apply to each.
- (e) Restrictions. Except as expressly provided herein, Customer will not rent, sell, lease, time-share or otherwise transfer the Beckhoff Material or Third-Party Material or any part thereof or use it for the benefit of a third party. Customer's rights in the Beckhoff Material and Third-Party Material are limited to those expressly granted in this Section 14. Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas, algorithms, structure or organization of any Beckhoff Material or Deliverables provided under this Services Addendum, except to the extent source code is explicitly provided herein. Customer will not process any Third-Party Material provided under this Services Addendum, or any Beckhoff Material, in connection with the training of any artificial intelligence or machines learning capabilities.
- (f) General Learning; Feedback. Customer agrees subject to Customer Intellectual Property Rights documented to Beckhoff under a confidentiality agreement or the confidentiality provisions contained herein, and without granting licenses to Customer owned Intellectual Property Rights (other than as explicitly set forth herein), that Beckhoff is free to reuse all generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) acquired during performance of the Services (including, without limitation, that which it could have acquired performing the same or similar services for another customer). Any discretionary input, comments or suggestions from Customer to Beckhoff regarding the possible creation, modification, correction, improvement or enhancement of Beckhoff Material or Beckhoff software, products and/or services (collectively "**Feedback**") shall be deemed to be non-confidential and shall become the sole property of Beckhoff. Customer hereby assigns to Beckhoff all rights, title and interest in and to any such Feedback, including any Intellectual Property Rights therein, and agrees to execute any documents necessary to effectuate such assignment. Beckhoff shall have the right to use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback provided by Customer in any manner Beckhoff deems appropriate, without any obligation to Customer.

15. **TERMINATION:** Without limiting any other rights of termination available to Beckhoff under this Services Addendum or the Standard Terms and Conditions, this Services Addendum may also be terminated, without cause, by either party giving the other party not less than thirty (30) days' prior written notice of intention to do so. In the event of termination by Customer, Customer shall pay Beckhoff for all Services performed up to the date of termination, including any non-cancellable commitments made by Beckhoff, and Beckhoff shall deliver any Deliverables covered by such Services up to the time of termination to Customer solely on an "as is" basis. Beckhoff reserves the right to suspend performance if Customer materially breaches this Services Addendum, including failure to make timely payment, and in the event of material uncured breach by Customer, including failure to make timely payment, the license grants from Beckhoff to Customer hereunder are hereby rescinded until such time as the material breach is cured.

16. **COMPLIANCE WITH LAW:** Each party shall comply with all Laws directly or indirectly applicable to the performance of its obligations herein and shall comply with all domestic and foreign export control Laws or regulations applicable to its performance and deliverables under this Service Addendum. Notwithstanding anything to the contrary, each party is wholly responsible for its own compliance with Laws applicable to its own operations. To the extent any domestic or foreign export control Laws or regulations apply to the Deliverables or the Customer Material, Customer will notify Beckhoff of such subjection of Customer Material and not directly or indirectly export, re-export or release the Deliverables to, or make the Deliverables accessible from, any country, jurisdiction or person to which export, re-export or release is prohibited by applicable law. The Parties will comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing or otherwise making the Deliverables available outside Canada. .
17. **ORDER OF PRECEDENCE:** Except as otherwise expressly provided, in the event of any conflict of terms or additional terms between the Standard Terms and Conditions, this Services Addendum, Software License Agreement and a Statement of Work, the terms of this Services Addendum shall control.
18. **AMENDMENTS:** This Services Addendum, including any Statement of Work, may not be, and shall not be, deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instruments signed by each party.
19. **ENTIRE AGREEMENT:** This Services Addendum, including the Standard Terms and Conditions, Software License Agreement, any Statement of Work or exhibits attached hereto, constitutes and expresses the entire agreement and understanding between the parties. All or any previous discussions, promises, representations and understandings between the parties relative to this Services Addendum, if any, have been merged into this document.
20. **SURVIVAL:** This Services Addendum shall be binding upon, and shall inure to the benefit of, the successors, heirs and permitted assigns of the parties hereto. Sections 2, 7-11, and 14-20 of this Services Addendum, Sections 11-15, 17, 20, and 22-24 of the Standard Terms and Conditions and those sections that by their terms are intended to survive, shall survive termination or expiration of this Service Addendum.