

Software License Agreement of Wieland Electric GmbH

1. 1. Object of the agreement

- 1.1. The object of this agreement is the granting of usage rights for the software (object of the license). This agreement does not transfer the right of commercial exploitation to the licensee.
- 1.2. The object of the license consists of the object code together with the associated documentation. Under no circumstances shall the licensee be entitled to receive the source code.
- 1.3. The licensed object contains program parts that are covered by open source licenses. Wieland Electric GmbH does not own any copyright to these program parts. For this reason, the open source components are not part of the subject of the license. We have summarized the programs and separate copyright notices in the Licenses.txt file in the installation directory of the software.

2. 2. Scope of the license

- 2.1. The licensor hereby grants the licensee a simple, non-transferable and non-exclusive right, unlimited by time and place to use and copy the object of the license in accordance with the conditions set out in this agreement. Any sub-licensing requires the specific prior agreement in writing by the licensor.
- 2.2. The right to duplication is restricted to the installation of the object of the license onto a computer system in the immediate possession of the licensee up to the agreed number of work stations, as well as the duplication required to load, display, run, transfer and store the object of the license, and furthermore the right to produce back-up copies to the extent required for the business by a person authorized to do so in accordance with Article 69 d, Section 2 of the German Copyright Law.
- 2.3. The right to decompilation is only granted under the conditions set out in Article 69 e Section 1 of the German Copyright Law subject to the limitations as set out in Article 69 e, Section 2 of the German Copyright Law.
- 2.4. The right to work on the software is only granted in relation to maintenance or restoration of the functionality of the object of the license.
- 2.5. Where a legitimate interest of the licensor exists, the licensee shall allow the licensor, or a third party authorized by him, to verify that the licensee is using the object of the license within the scope of the rights granted under this agreement. The licensee shall offer the level of cooperation required to carry out the check.

3. Transfer and installation

- 3.1. The licensor shall transfer to the licensee the copies of the object of the license required to exercise the usage rights granted here, either in machine-readable form on data storage media or by provision of an electronic remote data link (download). The licensee shall receive the documentation in electronic form.
- 3.2. The licensee shall install the object of the license himself, unless installation has been specifically agreed as a service to be provided by the licensor. The licensee is responsible for

providing the system environment required for this. The licensee shall inform the licensor of the installation location and the number of copies made of the object of the license.

4. License fees

- 4.1. The licensee shall pay the licensor the separately agreed license fee. The licensor reserves the right to set payment schedules and terms. Invoice payments shall be due in full within 10 days of the date of the invoice.
- 4.2. The licensor retains ownership of all copies, both physical (on media) and electronic, of the object of the license until complete payment of the license fee is made. In the case of breach of contract, in particular a delay in payment, the licensor shall have the right to demand the return of all physical (on media) copies and electronic copies at the expense of the licensee.

5. Defects

- 5.1. The object of the license generally corresponds to the product description. In the case of minor deviations from the agreed or presumed condition, and minor impairments of function, no claim for defects shall exist. Prior to transfer of the object of the license, the licensee shall have checked its specifications to gain an understanding of the major functional characteristics and determine that these fulfill the necessary requirements of the object of the license.
- 5.2. Product descriptions, diagrams and test results are valid as a guarantee of qualities of the object of the license only where there is separate written agreement.
- 5.3. In the case of updates and upgrades, as well as the supply of new versions, claims for defects shall be limited to the changes compared to the previous version release.
- 5.4. If the licensee demands rectification of a defect, the licensor shall have the right to choose between rectification, a replacement product, or a replacement service. If an initial deadline to rectify the defect lapses without a successful remedy and a further reasonable period of time granted by the licensee to the licensor in which to rectify the defect also elapses without successful outcome, or if a reasonable number of attempts at rectification, replacement or resupply have been made without success in accordance with statutory requirements, the licensee may withdraw from the contract, and reduce payment and claim damages subject to the limitations set out in Paragraph 7.
- 5.5. The rectification can also be achieved by transfer or installation of a new version of the program, or a work-around. If the defect does not, or only slightly affects the functionality, the licensor is entitled, to the exclusion of further claims, to rectify the defect by the supply of a new version or an update, as part of a version, update and upgrade plan.
- 5.6. Complaints from the licensee must be filed in the form of a written comprehensive and comprehensible description of the symptoms of the error and illustrated, as far as is possible and reasonable, by corresponding documents to enable the reproduction of the fault. The licensee's statutory investigation and complaint obligations shall remain unaffected.
- 5.7. Claims are inadmissible after 12 months following the initial transfer of the object of the license together with documentation. In the case of updates and upgrades, as well as the delivery of new versions, the period starts from the date of its transfer.

- 5.8. Alterations and enhancements to the object of the license by the licensor, or third parties authorized by the licensor shall nullify claims by the licensee, unless it can be demonstrated that the alterations and enhancements undertaken are not the cause of the defect. The licensor is not responsible for defects attributable to improper operation or operating conditions, as well as the use of unsuitable operating equipment by the licensee.
- 5.9. The licensor may delay rectification until the licensee has paid the agreed payment, less a proportion equivalent to the commercial value of the defect.
- 5.10. If the defect is based on the faulty nature of the product of a supplier not acting as an agent of the licensor, but the licensor only passes on a third-party product to the licensee, claims by the licensee are limited to the settlement of the claim by the licensor against the supplier. This does not apply if the defect is due to improper handling of the supplier's product by the licensee. If the licensee cannot settle the claim against the supplier out-of-court, the subsidiary liability for defects of the licensor remains unaffected.

6. Defects of title

- 6.1. The software supplied or transferred by the licensor is free of the rights of third parties having a contractual right of use, excluding normal commercial retention of title.
- 6.2. If such rights exist for third parties and are claimed by them, the licensor shall defend such claims against the software at his expense. The licensee shall inform the licensor immediately of any claim by third parties of such rights comprehensively and in writing, and provide the licensor with any authority and powers required to defend the software against claims raised by third parties.
- 6.3. Where defects of title exist, the licensor has the right to elect to eliminate by legal means the rights of third parties affecting the contractual use of the software or their claims, or to alter or replace the software in such a way that it no longer infringes the external rights of third parties, if and to the extent that the functionality of the software is not substantially affected thereby. The licensor is obliged to reimburse the licensee for any recoverable expenditure necessary for the legal action.
- 6.4. If the measures taken in accordance with Paragraph 6.3 fail within a reasonable period set by the licensee, pursuant to statutory requirements, the licensee may choose to withdraw from the contract, and claim reduction of fees and damages subject to the limitations set out at Paragraph 7.
- 6.5. Paragraphs 5.8 and 5.10 apply similarly.

7. Liability

- 7.1. The licensor shall only be liable in accordance with the following provisions.
- 7.2. The licensor has unlimited liability for damages that are the result of willful or gross negligence by him, his legal representatives or executives, as well as his agents.
- 7.3. The licensor has unlimited liability for willful or gross negligence by him, his legal representatives or executives, as well as his agents resulting in death, personal injury or damage to health.
- 7.4. The licensor is liable for damages from the breach of cardinal obligations by him, his legal

representatives or executives, as well as his agents. Cardinal obligations are the substantial obligations that form the basis of the contract which are decisive for the conclusion of the contract, the fulfillment of which the licensee depends upon. If the licensor has infringed these cardinal obligations by minor negligence, his liability is limited to the amount that was foreseeable for the licensor at the time of provision of the particular service.

- 7.5. The licensor is liable for the loss of data only up to the amount required for its replacement where proper and regular backups are carried out.
- 7.6. Any further liability of the licensor is excluded in principle.

8. Miscellaneous

- 8.1. Amendments, additions and subsidiary agreements to this agreement must be in written form. This applies even if the requirement for a written form stipulated here no longer applies. Should a stricter requirement for a written form be prescribed by law, this shall apply.
- 8.2. The electronic form with qualified electronic signature (Article 126 a, German Civil Code) as well as any other electronic form (Article 127 Section 3, German Civil Code) does not replace the written form.
- 8.3. If any of the provisions of this agreement is, or becomes invalid, or the agreement contains an omission, the validity of the other provisions remains unaffected. In place of the invalid provision, or the omission to be eliminated, an appropriate provision shall apply, which approximates as closely as possible the intent of the parties to the agreement, or in the spirit and purpose of this agreement would have intended, had they recognized the invalidity of the said provision or loophole.
- 8.4. The agreement is subject to the law of the Federal Republic of Germany, with the exception of the UN Convention on Contracts.
- 8.5. The place of performance is Bamberg. The sole place of jurisdiction for all disputes arising from and in connection with this agreement is Bamberg, provided the licensee is a registered businessman as defined by the German Commercial Code, or does not have a registered office in the Federal Republic of Germany at the time the complaint is raised.
- 8.6. In the absence of other provision, this agreement takes priority over the general terms and conditions of the licensor, which shall also apply as a supplement unless otherwise agreed.