

Supplementary License Terms and Conditions of standard software of Bosch Rexroth GmbH

These supplementary license terms and conditions govern the fee-based licensing of standard software created by Bosch Rexroth GmbH, Industriepark 18, A-4061 Pasching, www.boschrexroth.at (hereinafter: "Licensor") to the customer (hereinafter: "Licensee") for an unlimited period of time. For other types of software licensing separate licensing conditions apply. In addition to these license terms and conditions, the General Terms and Conditions of Delivery and Services of Bosch Rexroth GmbH (hereinafter referred to as "GTC") apply in the current version and as amended from time to time. In case of contradictory clauses in the GTC and these license terms and conditions, those of the license terms and conditions shall prevail. Terms and conditions of the Licensee do not apply; they are expressly objected to.

1. Definitions

- 1.1. *Backup-copy*: A copy of the Software made in case the original Software is damaged or accidentally deleted.
- 1.2. *Bugfix*: Debugging of the Software.
- 1.3. *Commencement of the License*: Date on which the license begins; the license commences upon full payment of the license fee by Licensee.
- 1.4. *Documentation*: The documents containing the information required to use the Software as intended.
- 1.5. *FOSS*: Open Source Software and third party Software with a royalty-free license.
- 1.6. *Individual Software*: Software developed or adapted for a particular licensee (as opposed to: Standard Software).
- 1.7. *License Data*: The type code, the material number or the type of license as specified in the order documentation, in the catalogue details, the license sheet or the passport issued for the relevant device as applicable at the time of the order.
- 1.8. *"License-deficit"*: The use of the Software beyond the agreed upon scope.
- 1.9. *License Type*: Describes the type of license, the agreed upon Software use and the extent thereof as well as the number of users, see section. 4.2.
- 1.10. *Patch*: Adjustments of the Software with the aim of addressing security loopholes as well as troubleshooting, including the retrofitting of functions.
- 1.11. *Software*: Has the meaning as defined in section 2.1.
- 1.12. *Standard Software*: Software that has been developed or customized for an indefinite number of licensees; that is, any Software not covered by section. 1.6 (as opposed to: Individual Software).
- 1.13. *Target Hardware*: Device on which the Software is installed.
- 1.14. *Update*: A new version of the Software containing enhancements of the program or a new and / or altered functionality.
- 1.15. *Upgrade*: A new version of the Software containing significant enhancements of the program.
- 1.16. *Workaround*: A procedure that bypasses a malfunction of the Software.

2. Software

- 2.1. The subject matter of these license terms and conditions are rights of use in Licensor's Standard Software, which is defined more precisely in a separate document (hereinafter: "*Software*"), granted to Licensee by Licensor for an unlimited period of time and against a fee. A more detailed description of the Software will be made available

to Licensee prior to the conclusion of the agreement in a separate document containing the License Data and the Documentation upon Licensee's request. The installation and the maintenance of the Software are not subject matter of these license terms and conditions (see section 5.2.).

- 2.2. The Software consists of the executable program code and the associated Documentation in electronic form as well as an installation manual, unless the Software is self-installing. The source code is - unless provided otherwise in section. 2.3. – not subject matter of these license terms and conditions.
- 2.3. The Software may contain FOSS. An up-to-date list of the included FOSS as well as the relevant FOSS - license terms will be made available to Licensee prior to the conclusion of the agreement if so requested or at the latest upon delivery of the Software.
- 2.4. If the Software also contains Software products of a third-party that are not FOSS, they must only be used together with the Software. They may be subject to special terms and conditions. Licensee will be informed accordingly.
- 2.5. Licensor is entitled to provide for technical safeguards, e.g. program lockouts, to protect the Software against unauthorized use. Licensee may not remove or circumvent such safeguards. Licensee may have to request a license key to activate the Software after installation as well as after changing the Software and / or the hardware environment.

3. Delivery

Unless otherwise agreed, the Software will be delivered to Licensee in the latest version available at the time of delivery. If the Software is supplied to Licensee on a data carrier, it is conceivable that the data carrier does not contain the latest version of the Software. In this event the latest version of the Software will be delivered additionally to Licensee. Unless otherwise agreed, delivery as well as the transfer of risk takes place at Licensor's option either by handing over the Software to a carrier for delivery to Licensee or by making the Software available for download and supplying Licensee with the information required to carry out the download. Sentences 1-3 of this paragraph shall apply *mutatis mutandis* to replacement deliveries within the meaning of section 7.4.

4. Rights of Use

- 4.1. With the Commencement of the License, Licensee is granted the non-exclusive right to use the Software for an unlimited period of time in accordance with these license terms and conditions. The scope of Licensee's rights of use depends on the License Type granted to Licensee. The following commercial exploitation of the Software by Licensee is permitted: Installation of the Software, loading the Software into the RAM of the hardware, displaying and running of the Software, use of the Software for Licensee's business purposes. The Software may only be used (i) for the agreed upon purposes, (ii) in accordance with the specifications of the Documentation and only (iii) within the scope of the respective license type. The use is only permitted in the agreed upon territory. In the absence of an express agreement, this shall

Supplementary License Terms and Conditions of standard software of Bosch Rexroth GmbH

- exclusively be the country in which Licensee has its corporate seat.
- 4.2. Licensor distinguishes between the following types of licenses; they are described in more detail in the License Data:
- a.) In the case of a single license or a license limited to a single workstation, Licensee is entitled to use the Software exclusively on one (1) single Target Hardware.
 - b.) In the event of a network- / server- / copy- or floating license, Licensee may install the Software on a network server or on any number of Target Hardware as long as they are embedded in Licensee's local network. The Software may be used simultaneously on a specific number of Target Hardware or workstations, all of which belong to the same local network.
 - c.) In the event of a volume- / multi-user- or a multiple license, Licensee is entitled to use a certain number of individual licenses.
 - d.) In the context of a company license, the Software may be used in those branch offices of Licensee's company that have been previously agreed upon in writing.
 - e.) Licenses with versioning entitle Licensee to use only the version of the Software specified in the License Data. On the other hand, a license usable across versions entitles Licensee to use all future versions, that is, all versions of the Software from its issue version, as specified in the License Data, onwards.
- 4.3. For all license types duplication of the Software is only permitted to the extent that it is necessary for the contractual use. It is considered necessary within this meaning to install the Software on Licensee's hard-drive or server and to load the Software into the RAM of Licensee's hardware. Licensee may also make Backup-copies of the Software to the extent necessary and in accordance with recognized rules of technology. Backup-copies are to be marked as such and furnished with the copyright notice of the original Software. Use of a Backup-copy is only permitted if the copy of the Software originally provided by Licensor declines in quality or ceases to exist. These license terms and conditions apply equally to Backup-copies. Section 6 of these terms and conditions also applies to Backup-copies.
- 4.4. Licensee is not entitled to grant sub-licenses. Licensee, however, has the right to transfer its rights of use to third parties if Licensee gives up its own use. If the Software was purchased together with a device, rights of use may only be transferred to third parties together with this device. In the case of floating licenses (section 4.2.b.), Licensee may only transfer its rights of use to third parties provided that they are transferred in their entirety and, if applicable, together with any and all Target Hardware on which the Software may be used. Licensee must ensure that third parties are granted no further rights of use in the Software than Licensee is entitled to and that at the minimum the obligations arising from the agreement between Licensor and Licensee regarding the Software are imposed on third parties. If Licensee transfers its rights of use to a third party, Licensee shall be obligated to hand over or delete any and all copies of the Software delivered to Licensee or produced by Licensee; Licensee shall also hand over the License Data and the Documentation to the third party.
- 4.5. Unless provided for otherwise in section 2.3, Licensee is not authorized to edit, modify, reverse engineer, decompile, disassemble or otherwise discover the source code of the Software or any portion thereof, and to construct derivative works of the Software. The mandatory provisions of §§ 40d, 40e of the Austrian Copyright Act (*Urheberrechtsgesetz*) remain unaffected.
- 4.6. Licensee must not commission competitors of Licensor with any measure that Licensee may carry out in accordance with section 4.5, unless Licensee proves that there is no risk of disclosure of important business and trade secrets of Licensor (in particular with regard to functionality and design of the Software).
- 4.7. Any improvements, Upgrades, Updates, Patches or Bugfixes Licensor may have provided Licensee with are subject to these license terms and conditions, unless they are subject of a separate agreement between Licensor and Licensee. After the installation of a new version of the Software, Licensee's rights to the previous version will end after a transition period of one (1) month. Section 6 of these terms and conditions applies with regard to the return of the previous version of the Software.
- 4.8. Any rights to the Software not expressly granted to Licensee, in particular trademark rights, business secrets or intellectual property rights, remain with Licensor. Any labels placed on the Software, in particular copyright notices, trademarks, serial numbers or the like, must not be removed, altered or concealed.
- ### 5. Cooperation and Information Obligations of Licensee
- 5.1. Licensee is responsible for ensuring that their hardware and Software environment comply with the Software's system requirements; in case of doubt, Licensee must seek advice from Licensor or from third-party-experts prior to the conclusion of the agreement.
- 5.2. Licensee is responsible for setting up a sufficiently dimensioned hardware and Software environment and installing the Software. At the request of Licensee, Licensor may carry out the installation for a fee to be agreed upon separately.
- 5.3. When operating the Software, Licensee is obliged to exercise the necessary standard of care.
- 5.4. When operating the Software, Licensee shall observe the instructions provided by Licensor.
- 5.5. The Software in part permits to influence or control electronic systems. This may potentially lead to damage to life, limb and health or property. Therefore the Software must only be operated by qualified specialist personnel. Licensor shall not be liable for damages caused by improper use or if the Software is not operated as intended. Licensee shall inform Licensor immediately of potential Software errors. At Licensor's request, Licensee has to provide all necessary information about the potential Software error to Licensor. Licensee grants Licensor access to the Software for troubleshooting purposes; access will be granted at Licensor's option, either directly and / or remotely. Further details are stipulated in section 7.5.
- 5.6. Licensee is required to undertake suitable measures to protect the Software from unauthorized access;

Supplementary License Terms and Conditions of standard software of Bosch Rexroth GmbH

- in particular, but not exclusively, all copies of the Software have to be kept in a protected place.
- 5.7. Licensor is entitled to verify that Licensee operates the Software in accordance with the usage rights granted to Licensee. To this end, Licensor may request information from Licensee, in particular regarding the period and the scope of use of the Software. Furthermore, Licensor may request access to Licensor's books and documents as well as Licensee's hard- and Software, to the extent that in doing so information on the period and the scope of use of the Software may be procured. To this end, Licensor must be granted access to Licensee's business premises during normal business hours and after having observed a notice period of at least two (2) weeks. Licensee will make reasonable efforts to ensure that Licensor can carry out the review. Licensee will assist in the review if required. Licensor will use all information obtained during such review only for the purposes of verifying the lawfulness of Licensee's use of the Software. Licensee may request that the on-site inspection be carried out by an agent of Licensor. Such agent must be obliged to maintain professional secrecy. The cost of such review will be borne by Licensor, unless the review reveals that there is a "Licensee-deficit". In this case, Licensee bears the costs of the audit and will also be obliged to pay (i) remuneration to Licensor in accordance with the generally valid list prices for comparable services at the time of the audit plus (ii) a contractual penalty of twenty percent (20%) of the value of the infringement of the license. In addition, Licensee must immediately cease any infringement of the license.
- 5.8. Licensee is obliged to take reasonable precautions in the event that the Software does not work properly in whole or in part (e.g. daily data backups, fault diagnosis, regular checks of the data processing results). Unless Licensee specifically stated otherwise in advance, Licensor may assume that all of Licensee's data they may come into contact with are secured.
- 5.9. Licensee bears any disadvantages or additional costs sustained by Licensor as a result of a breach of the above cooperation and information obligations of Licensee.
- 6. Return**
- At the end of the license (for example, through withdrawal or replacement delivery), Licensee shall delete or destroy all data carriers, copies of the Software, including the Backup-copies within the meaning of section 4.3 and the Documentation. Licensee shall confirm this to Licensor in writing upon request. The same applies to previous versions of the Software in the event of a replacement delivery (section 4.7). If the license ends due to a transfer of the Software, section 4.4 applies.
- 7. Warranty (supplements the GTC)**
- 7.1. As regards the characteristics of the Software, only the specifications provided by Licensor to Licensee prior to the conclusion of the agreement or such specifications the Parties have agreed upon in a separate document (for example in the Documentation) shall be relevant. The information contained therein is to be understood as a description of performance only and not as a guarantee. A guarantee is only granted if Licensor expressly designated it as such in writing prior to the conclusion of the agreement. Characteristics of the Software that go beyond these specifications are not owed by Licensor; in particular this applies for public statements or advertisements made by Licensor or their distribution partners. Licensor is not obliged to provide support services that go beyond the scope of section 7. Furthermore, Licensor is not obliged to adapt the Software to changing operating conditions and technical and functional developments, such as changes in the IT environment of Licensee.
- 7.2. In particular, Licensor shall not be liable for errors in the Software,
- a.) which have been caused or exacerbated by application errors on the part of Licensee and which could have been avoided by carefully consulting the Documentation; this also applies to non-existing or inadequate backup measures by Licensee pursuant to section 5.8, which would have avoided data loss;
 - b.) that occurred due to virus attacks or other external factors beyond Licensor's control, such as fire, accidents, power failure, etc.;
 - c.) which occurred because the Software was used in an operating environment other than that approved by Licensor or because of a fault in the hardware, the operating system or the Software of other manufacturers; or
 - d.) which are the result of the Software having been changed in an unauthorized manner by Licensee or a third party.
- 7.3. With regard to Software products that Licensee or a third party has extended via an interface provided by Licensor, Licensor shall only be liable for defects that occur up until the interface.
- 7.4. In the event of a justified warranty claim, Licensor shall remedy any defect of the Software within a reasonable period of time (supplementary performance); at Licensor's option either by removing the defect by means of an Update / a Patch / a Bugfix / an Upgrade or by delivery of an error-free Software or by providing a Workaround. The latter only insofar as this is reasonable for Licensee taking into account the effects of the defect and the circumstances of the Workaround in question. Section 9 of the GTC shall apply with regard to fault-based claims for material defects.
- 7.5. Licensee is obligated to inform Licensor of any defects of the Software immediately after their discovery. For material defects, this is done by specifying the time as well as the specific circumstances under which the defect occurred. If Licensor carries out a fault analysis at Licensee's request, Licensor will charge a fee, if it turns out that no defect falling within Licensor's responsibility prevails. Licensor's fee shall be calculated based on Licensor's hourly rates at the time.
- 8. Use of data and data privacy**
- 8.1. Licensor is entitled to store, use, transfer and / or exploit any and all information provided and generated by Licensee in connection with the Software, with the exception of personal or company-related data, beyond the purpose of the agreement between Licensor and Licensee for any purpose, such as statistical, analytical or internal. This right is perpetual and irrevocable.

8.2. If personal data is processed, Licensor observes the relevant legal regulations on data privacy. In this case, the collection and the processing of data will be laid out in more detail in Licensor's privacy policy.

9. Export Control (replaces section 12 GTC)

9.1. If it becomes apparent prior to the delivery of the Software that the fulfilment of the agreement would be in conflict with national or international export control regulations, in particular embargoes or other sanctions, Licensor is entitled to withdraw from the agreement. The delivery period is interrupted by delays due to export inspections or approval procedures, unless they fall within Licensor's responsibility.

9.2. For the purposes of delivery Licensee undertakes to provide all information and documents required for the export or transfer of the Software and other related work products originating from Licensee's sphere.

9.3. In case of transfer, assignment or any other form of transfer of the Software and other related work products to third parties, be it domestic or abroad, Licensee must comply with the applicable customs and (re-) export control and obtain the necessary authorizations from the authorities.

9.4. The Software may not be used to produce or develop any kind of missile, chemical / biological or nuclear weapon or any other purpose contrary to applicable law.

© Bosch Rexroth GmbH